

AMENDED AND RESTATED BYLAWS

OF

THE CENTRAL PARK TENNIS CLUB

\_\_\_\_\_, 2012

as originally adopted on April 27, 1988 and previously amended on November 15, 1989, May 14, 1997, October 20, 1999, May 28, 2008, June 21, 2011, and June 19, 2012

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**AMENDED AND RESTATED BYLAWS  
OF  
THE CENTRAL PARK TENNIS CLUB**

**ARTICLE 1. ORGANIZATION AND NAME**

This Club was incorporated on September 14, 1972 under the laws of the State of Washington as a non-profit corporation with the name “The Central Park Tennis Club”, referred to in these Bylaws as the “Club”. The Club is member-owned and is operated as a non-profit organization within the meaning of Section 501(c)(7) of the Internal Revenue Code. These Amended and Restated Bylaws (the “Bylaws”) supersede and replace all previous versions of the Club’s Bylaws and amendments.

**Comment [MWO1]:** Global:  
1. All new content had been added in track changes (red font).  
2. Any content that has been consolidated, moved or deleted will be noted in comments for the Article/Section.  
3. To avoid drowning the document in red, style changes are not included in track changes.

**Comment [MWO2]:** Slightly revised and updated.

**ARTICLE 2. MEMBERSHIP - GENERAL**

**2.1 Classes of Membership**

The principal class of membership shall be Equity members. Subject to Section 8.2.2 (Board Actions Requiring Majority Equity Member Vote), the Board of Directors (the “Board”) may, by amendment to these Bylaws, create additional Non-Equity classes of membership and terminate or change existing Non-Equity classes of membership.

**Comment [MWO3]:** Old sections 2 and 3 consolidated into Section 2.2.

**Comment [MWO4]:** Changed “non-voting” to Non-Equity to ensure uniform use of the term Non-Equity.

**2.2 Membership Applications**

All applications for membership shall conform to requirements set by the Board. The Minutes of Board meetings shall contain nothing about any application except the fact of acceptance or rejection of the candidate. No person or corporation shall become a member (excluding Honorary Members) until the person or corporation has been accepted by the Board for membership and the required membership initiation fee has been paid as directed by the Board. No person or corporation will be denied membership for any reason prohibited by law.

**2.3 Trustees**

The status of “trustee” under the original Articles of Incorporation has been superseded by the term “Equity member.”

**ARTICLE 3. CLASSES OF MEMBERS**

**Comment [MWO5]:** Sections have been reorganized to make them uniform.

The classes of membership are:

1. Equity Family
2. Equity Single
3. Equity Corporate
4. Intermediate

5. Young Professional
6. Social Family
7. Social Single
8. Seasonal
9. Honorary
10. Junior

### **3.1 Equity Family**

**3.1.1 Use of Club Facilities.** An Equity Family member, the Equity Family member's spouse or domestic partner who resides with the member and unmarried children of either or both under the age of 25 may use the Club's facilities at times and under rules and regulations set by the Board.

**3.1.2 Membership Rights.** Each Equity Family member, or the Equity member's spouse or domestic partner who resides with the member, shall have the right to vote on all issues put to a membership vote. Each may exercise all membership rights such as holding elective office and serving on committees, except if either is a member of the Board, the other may not at the same time be on the Board or act as the chair of a standing committee.

### **3.2 Equity Single**

An Equity Single member shall have all the [membership](#) rights of an Equity Family member. An Equity Single member and his or her unmarried children under the age of 25 may use the Club's facilities at times and under rules and regulations set by the Board. In addition, an Equity Single member shall be allowed 52 guests per calendar year, without charge, and with no frequency restrictions as to individual guests. Guests in excess of that number must pay the current guest rate, as set by the Board.

### **3.3 Equity Corporate**

**3.3.1 General.** A membership may be issued to a corporation. The Corporate member may designate no more than two users of its membership, who must have the prior approval of the Board. Each change in designated user by the Corporate member must be approved by the Board and will require payment of an administrative fee to be set by the Board. Changes in the designated users may be made only twice a year. Each user must be an employee of the Corporate member.

**3.3.2 Membership Rights.** If the Corporate member has designated only one user, that user shall have the privileges of an Equity Family member. The user, his or her spouse or domestic partner who resides with the user, and unmarried children of either or both under the age of 25 may use the Club's facilities at times and under rules and regulations set by the Board. If two users are designated, neither shall have any right to bring family members, except as guests. Only one user, as designated by the Corporate member, shall have the right to vote.

**3.3.3 Fees, Dues and Assessments.** Membership fees, dues and assessments and guest fees shall be the same as for an Equity Family member, and each designated user of the Corporate membership shall be jointly and severally liable, along with the Corporate member, for their payment.

### 3.4 Equity Member Leave of Absence

**3.4.1 Requirements.** The Board, in its sole discretion, may grant an Equity Family, Equity Single or Equity Corporate member a Leave of Absence for a job transfer, educational sabbatical or medical disability.

**3.4.2 Duration.** A Leave of Absence for a job transfer or educational sabbatical shall be for a maximum period of one year and the member must live at least 100 air miles from the Club. Medical disabilities shall require certification as required by the Board and be for a period of not more than six months.

**3.4.3 Terms and Conditions.** Members on Leave of Absence shall pay dues and capital assessments and have Club privileges, or no privileges, as set by the Board at the time the Leave of Absence is granted. The Board may also set other terms and conditions under which any Leave of Absence is granted. Unless the Board agrees otherwise, a Leave of Absence shall apply to all individuals entitled to use Club facilities under that membership.

### 3.5 Non-Equity Memberships

**Comment [MWO6]:** Section 3.5 consolidates all Non-Equity memberships into a single section and establishes uniform conversion-to-equity rights.

**3.5.1 General.** Intermediate, Young Professional Social, Seasonal, Honorary and Junior memberships are Non-Equity memberships and shall be non-voting and non-proprietary and may not be sold. Unless otherwise noted, all Non-Equity memberships may be converted to an Equity membership if available, with full credit given for initiation fees previously paid. If no Equity membership is then available, the Non-Equity member may take a place on the wait list. The Board may, at its discretion, give wait list priority to Non-Equity members who wish to convert. Unless otherwise noted, all Non-Equity members shall pay fees and dues and be subject to the rules, regulations, terms and conditions set by the Board. Unless otherwise noted, all Non-Equity members may bring paid guests under rules set by the Board.

**3.5.2 Intermediate.** Any child of an Equity Family or Equity Single member may become an Intermediate member upon reaching age 25. An Intermediate member shall have full use of all Club facilities. The privileges of an Intermediate membership shall be enjoyed only by the member. Intermediate members may sit on, but not chair, a Committee. The membership shall terminate when the Intermediate member reaches age 30, or it may be converted at that time or anytime earlier to an Equity membership as described above.

**3.5.3 Young Professional.** A person who is between the ages of 22 and 30 is eligible to become a Young Professional member with full use of all Club facilities. The privileges of a Young Professional membership shall be enjoyed only by the member. Young Professional members may sit on, but not chair, a Committee. Young Professional memberships shall terminate after five years or when the member reaches age 30, whichever comes first. The membership may be converted at that time or anytime earlier to an Equity membership as described above.



**3.5.4 Social Family.** A Social Family member, the Social Family member's spouse or domestic partner who resides with the member and unmarried children of either or both under the age of 25 may use all Club facilities except the tennis courts, and may also use the tennis courts during Club-sanctioned social events. A Social Family member may bring paid guests to use the same facilities as are allowed to be used by the member. The Board may terminate the category of Social Family member after at least six months' notice has been given to the current Social Family members. In that event, the Social Family members shall then have the option to convert to Equity memberships or be placed on the wait list as described above.

**Comment [MWO7]:** The Social Family category was added to reflect current Board policy.

**3.5.5 Social Single.** A Social Single member may use all Club facilities except the tennis courts, and may also use the tennis courts during Club-sanctioned social events. The privileges of a Social Single membership can be used only by the member. A Social Single member may bring paid guests to use the same facilities as are allowed to be used by the member. The Board may terminate the category of Social Single member after at least six months' notice has been given to the current Social Single members. In that event, the Social Single members shall then have the option to convert to Equity memberships or be placed on the wait list as described above.

**3.5.6 Seasonal.** A Seasonal member, the Seasonal member's spouse or domestic partner who resides with the member and unmarried children of either or both under the age of 25 may use all Club facilities from June 1 through September 30 of each year. A Seasonal member may bring paid guests between these dates under rules set by the Board. The Board may terminate the category of Seasonal member after at least six months' notice has been given to the current Seasonal members. In that event, the Seasonal members shall then have the option to convert to Equity memberships or be placed on the wait list as described above.

**3.5.7 Honorary.** Individuals may be elected by a two-thirds vote of the full Board to be Honorary members. Two Honorary memberships may be awarded or renewed for a period of not more than one year at a time by the Board to individuals deemed by the Board to have distinguished themselves in the field of tennis or service to the Club. Unless otherwise specified by the Board or as stated below, the privileges of an Honorary membership may be used only by the Honorary member. An Honorary member shall pay no fees, dues or assessments but shall be liable for any purchases made at the Club. One honorary family membership has been awarded to Thomas Loucks for use by him, his spouse and children under the age of 21 during his lifetime in recognition of his past efforts as the head tennis professional. ~~Two honorary memberships have been awarded to Howard Wright and Ron Reed for their lifetimes in recognition of their special efforts in the creation of Central Park Tennis Club.~~

**Comment [A8]:** Howard Wright and Ron Reed have both passed away.

**3.5.8 Junior.** A person who is less than age 21 is eligible to become a Junior member. The privileges of Junior membership can be used only by the member. Fees and dues for Junior members shall not be less than the amounts charged to Intermediate members. The membership shall terminate when the Junior member reaches age 21. A Junior membership may not be converted to an Equity membership.

### 3.6 Elimination of Certain Membership Classes

**3.6.1 Proprietary Single.** The former category of Proprietary Single membership has been eliminated. No new Proprietary Single memberships have been accepted since June 1, 1986, and the sole remaining membership of that class existing on the date on which these Bylaws were adopted

may be transferred only to the Club for cancellation at a price set by the Board, but not less than the original membership price.

**Comment [A9]:** there is one member who still has this status

**3.6.2 Equity Non-Resident.** The former status of Equity Non-Resident has been eliminated, and there are no current members holding this class of membership.

**Comment [MWO10]:** This was formerly in Article III, Section 4(d).

## ARTICLE 4. MEMBERSHIP LIMITS

### 4.1 Maximum Number of Memberships

**Comment [MWO11]:** This section has been updated to include the current maximum number of members and the updated Non-Equity membership classes.

Club membership shall not exceed 500 Equity Members; an aggregate of 50 Intermediate, Social Family, Social Single, Seasonal and Young Professional (10 maximum allowed) members; 25 Junior members; and 5 Honorary members. The former category of Proprietary Single membership shall not be counted against these limits.

### 4.2 Increase or Decrease in Memberships

Subject to Section 8.2.2 (Actions Requiring Majority Equity Member Vote), the Board, with the approval of the membership, shall have the power to increase or decrease the number of memberships in the Club.

### 4.3 Offering Memberships

The Board shall have the authority to discontinue offering memberships in any particular class, whether temporarily or permanently and whether the membership is a new membership or transferred membership.

## ARTICLE 5. SALE PRICE, DUES, ASSESSMENTS AND FEES

### 5.1 Sale Price

The Board shall fix the sale price for the purchase from the Club of a new membership for each membership class, the amount of which may vary from class to class.

### 5.2 Fees and Dues

The Board shall set, and may change from time to time, the amounts of all fees, including initiation fees, guest fees, and monthly membership dues, which may vary between classes of membership. The Board may require payment of sales or other tax as required by law.

### 5.3 Assessments

In addition to the monthly membership dues, each Equity member may be assessed not more than \$300.00 annually to support continued operation of the Club consistent with its original designs and purposes. Each such assessment, including the terms, payment and duration of the assessment, must be approved by at least two-thirds of the voting members of the Board. Annual assessments in excess of that amount must be approved by the membership as described in Section 8.2.2 (Board Actions Requiring Majority Equity Member Vote).

#### 5.4 Terms

Dues and assessments shall be payable for as long as the Equity member owns a membership in the Club. Monthly dues and assessments shall be payable in advance. The Board shall also set, and may change from time to time, all other terms, dates of payments, service charges, collection procedures, and penalties. These payment obligations shall not inure to the benefit of, or be enforceable by, any third party acting for itself or through any person acting on its behalf and shall not be construed to confer on any person, including creditors, lien holders or others, any rights as a third party beneficiary.

#### 5.5 Delinquent Accounts

Members with accounts delinquent longer than three months are subject to suspension of membership privileges and shall be notified of the suspension by certified or registered mail to the member's last known address. Members with accounts delinquent longer than six months are subject to expulsion 30 days following mailing of notice of expulsion by certified or registered mail to the member's last known address, unless the total delinquency and any charges and penalties are received by the Club within 30 days after the notice was mailed.

### ARTICLE 6. TRANSFER OF MEMBERSHIP

#### 6.1 General

Any Equity Family, Equity Single or Equity Corporate member whose dues, assessments and charges are current and who is otherwise in good standing may transfer his or her membership to another person, subject to acceptance of the transferee by the Board and subject to Section 6.2 (Transfer Fees) and Section 6.3 (Terms of Sale or Transfer). Any member desiring to sell his or her membership shall notify the Club in writing. The Club shall make such memberships available for sale to prospective new members in accordance with procedures set by the Board. Any membership owned by the Club may be sold by the Club before the membership of any member, with the order of sale being determined by the Board at its discretion. No transfer of membership shall be effective until the Club has been paid all dues, assessments or indebtedness owed by the transferring member through the date of transfer, and the Club may deduct all such unpaid dues, assessments and indebtedness, together with the transfer fee, from the proceeds of the sale of membership. The transferee of any Equity membership need not be of the same class of membership as the transferor.

**Comment [MWO12]:** Added to ensure uniform treatment of all classes of Equity memberships.

#### 6.2 Transfer Fees

Transfer fees for Equity memberships are as follows: (a) for all memberships existing on August 10, 1983, the greater of \$250.00 or 20% of the actual selling price for such membership; (b) for all memberships acquired after August 10, 1983, the greater of \$600.00 or 20% of the actual selling price for such membership; (c) for memberships acquired after March 31, 1990, 50% of the actual selling price or the Board established selling price, whichever is greater; (d) in the event of death or divorce of an Equity Family member, there shall be no transfer fee upon the transfer of membership from that member or his or her estate to the member's divorced spouse or domestic partner, surviving spouse or domestic partner, or to a child of the member; and (e) in the event of

death or divorce of an Equity Single member, there shall be no transfer fee upon the transfer of membership from that member or his or her estate to a child of that member.

### **6.3 Terms of Sale or Transfer**

No member may sell or agree to sell a membership for less than the then current sale price established by the Board for new members unless the member first offers in writing to sell the membership at such lesser price to the Club. A member shall notify the Club in writing of the terms of any proposed sale for less than the then current sales price and require the proposed purchaser to complete and submit to the Club its standard application for membership, together with cash or certified check equal to the member's unpaid dues, assessments, other indebtedness and transfer fee, after the receipt of all of which the Club shall have 30 days to purchase the membership at the proposed sale price. If the Club purchases the membership, it shall promptly return the proposed purchaser's funds, and shall be entitled to retain from the purchase price the applicable transfer fee and any unpaid dues, assessments or other indebtedness of the selling member to the Club. A member shall have the right, however, to make a bona fide gift or sale of an Equity Family or Equity Single membership to a spouse, domestic partner, or child of the member for less than the sale price established by the Board for new memberships upon compliance with the requirements described above, except that no transfer fee shall be payable to the Club.

## **ARTICLE 7. INVOLUNTARY TERMINATION OR SUSPENSION OF MEMBERSHIP**

### **7.1 Termination or Suspension**

Any membership may be terminated, or privileges suspended, by action of at least two-thirds of the voting members of the Board for non-payment of dues or other indebtedness, violation of Club rules, or conduct inimical to the best interests of the Club. Prior to the termination or suspension, the affected member shall be entitled to an informal discussion of the matter with the Board. In addition to any notice required by Section 5.5 (Delinquent Accounts) in the case of non-payment, the member shall be given at least 10 days' notice of the opportunity for a discussion with the Board by certified or registered mail sent to the member's last known address. In the case of non-payment, suspension shall be immediate upon the mailing of notice, subject to reinstatement as provided above. The notice of suspension for non-payment may include the Board discussion notice, or it may be sent separately.

### **7.2 Terminated Memberships**

Any membership that is terminated shall immediately vest in the Club. The Club may sell a terminated membership for a price to be determined by the Board. The Club shall retain from the proceeds of the sale of the terminated membership an amount equal to (a) the Club's lien or charge for all fees, dues, assessments, charges and penalties through the effective date of the sale, (b) the fee then being charged for a normal transfer of membership, and (c) expenses and attorney's fees, if any, incurred by the Club in connection with termination of the membership. The balance, if any, from the proceeds of the sale or purchase shall be paid to the terminated member.

## ARTICLE 8. BOARD OF DIRECTORS

### 8.1 Board Authority

The corporate power, property, and affairs of the Club shall be controlled, managed, exercised and conducted by the Board subject to these Bylaws. Except as otherwise stated in these Bylaws, or prohibited by law, the Board shall have the authority without the necessity of membership vote to exercise all corporate powers including acquiring, selling, mortgaging, leasing or otherwise conveying, encumbering or disposing of the whole or any portion of the assets of the Club, whether real, personal or mixed, to make alterations to Club facilities, to make other capital expenditures, and to enter into any and all contracts and obligations of whatever kind and nature consistent with the purposes of the Club.

**Comment [MWO13]:** Former Sections 1 and 6 are consolidated here.

### 8.2 Limitations on Board Authority

**8.2.1 Board Actions Requiring Two-Thirds Board Vote.** Two-thirds of the full Board must vote to elect an Honorary Member as described in Section 3.5.7 (Honorary Members). Additionally, the following actions must be approved by two-thirds of the Directors voting on the question:

**Comment [MWO14]:** This Section consolidates all limitations on Board authority. This Section contains former Article VIII, Sections 7 and 8; Article XV, Section 5 and references the various substantive provisions sprinkled throughout the rest of the Bylaws that limit Board authority.

- (1) Annual assessments of Equity members as described in Section 5.3 (Assessments);
- (2) Termination or suspension of a Club membership as described in Section 7.1 (Termination or Suspension);
- (3) Appointment of ex-officio Directors (except for the Immediate Past President) as described in Section 8.6.2 (Additional ex-officio Directors);
- (4) Amending the Bylaws as described in Section 16.1 (Board Amendments); and
- (5) Employment of, conducting business with, or entering into contracts with an Equity member by the Club as described in Article 19 (Employment and Business with Members).

**8.2.2 Board Actions Requiring Majority Equity Member Vote.** Any Board action requiring approval by the membership shall require a vote of the Equity Members as described in Sections 15.4 (Voting Procedures) and 15.5 (Voting Requirements). Approval by a majority of the Equity Members voting on the question (excluding abstentions) is required for each of the following Board actions:

- (1) Any proposed change in the classes of memberships;
- (2) A change in the maximum number of memberships in each class as described in Section 4.1 (Maximum Number of Memberships);
- (3) Any increase or decrease in the number of club memberships as described in Section 4.2 (Increase or Decrease in Memberships);

**Comment [MWO15]:** Formerly located in old Article XV, Section 5.

(4) Annual assessments for in excess of \$300.00 per Equity member as described in Section 5.3 (Assessments);

(5) An proposed action or plan to undertake new capital expenditures that would involve the expenditure of funds exceeding one-third of the annual membership dues received in the preceding calendar year; and

(6) Any amendment of the Bylaws that would affect the rights of the Equity members as described in Section 16.1 (Amendments by the Board).

**Comment [MWO16]:** Formerly located in old Article VIII, Section 8. Former subsection (b) deleted as it was redundant with Section 5.3 (Assessments).

**8.2.3 Board Actions Requiring Two Thirds Equity Member Vote.** The sale or an agreement to sell any real property of the Club , must be approved by two-thirds of the Equity members voting on the question (excluding abstentions). The winding up of the affairs of the Club, must be approved by two-thirds of the Equity members voting on the question (excluding abstentions), except that an action of that type shall not be effective unless at least 60% of the Equity members vote, or abstain from voting, on the question.

**Comment [A17]:** Abstentions generally count toward a quorum, but don't count as a vote. See Roberts Rules. Voting procedure doesn't need to be stated here, redundant.

**8.2.4 Actions Reserved to Equity Members.** Only the Equity members may:

(1) Elect Directors (except in connection with filling a vacancy caused by resignation, removal or recall of a Director) as described in Article 13 (Election of Directors); or

(2) Remove Directors (except in the case of a Director who fails to maintain good standing as a member) as described in Section 8.9 (Removal of Directors).

### **8.3 Directors**

**Comment [MWO18]:** Old Section 2.

The Board shall consist of nine Directors, elected by the membership, and ex-officio Directors, if any. Each elected Director shall hold office for the longer of three years or until his or her successor has been elected and installed. Three Directors shall be elected at each annual membership meeting to serve for three years commencing with the Directors' meeting at which officers are elected. A Director may serve two consecutive full terms, but then shall not be again elected to the Board for at least one year. Each Director must be an Equity member, or the spouse or domestic partner of an Equity member.

### **8.4 Quorum**

**Comment [MWO19]:** Old Section 10

A simple majority of the voting Directors, including the immediate Past President, whether acting as a continuing elected Director or ex-officio, shall constitute a quorum for the transaction of business. Thus, depending on the capacity of the immediate Past President, a quorum shall be either five or six Directors except in the special circumstance described below following resignation or removal of Directors. The decision of a simple majority of the Directors present and voting (excluding abstentions) at a meeting at which a quorum is present shall be regarded as the action of the Board unless a greater vote is required by Section 8.2.1 (Board Actions Requiring Two-Thirds Board Vote) for any particular action. Voting by proxy shall not be permitted; however, a Director may attend a meeting and vote by conference call, or video or computer link in which all Directors can hear one another.

## 8.5 Consent in Lieu of Meeting

Comment [MWO20]: Old Section 11

Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken by unanimous consent without a meeting pursuant to a writing or writings signed by all the voting Directors who would be entitled to notice of a Board meeting. The writing or writings must be filed with the Club's records.

## 8.6 Ex-Officio Directors

**8.6.1 Immediate Past President.** The immediate Past President shall be an ex-officio member of the Board unless continuing as a Director within his or her three-year elected term.

**8.6.2 Additional Ex-Officio Directors.** The Board may appoint additional ex-officio members to the Board, but only if each voting member of the Board is given 10 days' written notice of the nomination and of the Board meeting at which the nominee is to be voted upon. The nominee shall be appointed on receiving a two-thirds vote of the Board.

**8.6.3 Term.** Ex-officio members of the Board shall serve a term not to exceed one year and shall have the right to attend meetings, be recognized by the chair and otherwise fully participate in Board meetings. Ex-officio members of the Board shall not have the right to vote, except for the immediate Past President, who shall have the right to vote.

## 8.7 Board Vacancies

Comment [MWO21]: Old Section 4

**8.7.1 One to Four Vacancies.** Whenever a vacancy occurs in the Board, the remaining voting members of the Board shall appoint a new Director. The Director chosen to fill the vacancy shall serve the unexpired term of the Director replaced.

**8.7.2 Five to Eight Vacancies.** If more than four, but fewer than all, Directors resign or are recalled at the same time, the Board ceases to have a quorum. In that event, Past Presidents in the order of most recent service shall be deemed to be added to the Board until there is a sufficient number of Directors to establish a quorum and appoint new Directors under the provisions stated above. The Directors added by virtue of being Past Presidents shall serve for a period of three months and during the period of their appointment may vote on all matters before the Board. The number of these additional Directors shall be included in determining whether a quorum is present at any meeting of the Board.

**8.7.3 Nine Vacancies.** If the entire elected Board resigns or is recalled, an election of Directors will take place under the provisions of Article 13 (Election of Directors). The voting members will elect nine new Directors, three of whom will serve for the remainder of the year until the next annual meeting, three of whom will serve until the next annual meeting plus one year, and three of whom will serve until the next annual meeting plus two years.

## 8.8 Board Meetings

Comment [MWO22]: Old Section 5

The Board shall hold a regular meeting once a month on the call of the President, with notice of meetings given each Director not less than one week in advance. Special meetings of the Board may be called by the President, or by any two voting members of the Board. At least 24 hours'

notice must be given for any special meeting. Notice may be given by telephone, fax, electronic mail or similar means. Notice may be waived in writing before or after the meeting by any Director. All meetings of the Board shall be open to members, unless the Board by designation of the chair or the decision of the voting Directors is sitting in Executive Session.

### **8.9 Removal of Directors**

A Director who fails to maintain good standing as a member may be removed as a Director by a vote of the remaining voting Directors, with the Director being removed not being counted in the determination whether a quorum is present. A Director may also be removed by recall of the Equity members. Removal by recall shall require a petition, stating the reason for recall of the Director, signed by at least 75 Equity members. Upon receipt of the petition, the Board shall conduct a recall election by the Equity members within 30 days after its receipt of the petition. If the majority (excluding abstentions) of the Equity members voting in the election decides to recall the Director, he or she shall immediately cease to be a Director. Any vacancies that may result from a recall election shall be filled by the Board as stated above. A recall petition and election may designate any number of Directors for proposed recall.

### **8.10 Committees**

**Comment [MWO23]:** Old Section 12

The Board, in its discretion, may from time to time create committees it deems appropriate for the conduct of the Club's business and shall define their functions. No committee shall have any power to make contracts, incur indebtedness or expend any money on behalf of the Club without first obtaining the authority from the Board by resolution. The existence, rights, powers and duties of all committees shall at all times be subject to the discretion of the Board. A committee member may be removed at any time by the Board.

## **ARTICLE 9. OFFICERS**

### **9.1 Existing Officers**

The officers of the Club shall consist of a President, a Vice President, and a Secretary-Treasurer, all of whom must be Directors or, in the case of the immediate Past President, an ex-officio Director.

### **9.2 Additional Officers**

The Board may elect additional officers and fix their powers and duties.

### **9.3 Electing Officers**

As soon as reasonably practical after the Annual Meeting of the Equity members, the Board, as it was constituted prior to the Annual Meeting, plus the newly elected Directors, shall hold a special meeting for the primary purpose of electing officers to serve for the ensuing year, or until their successors are elected and installed. Outgoing and incoming Directors shall be allowed to vote, but outgoing Directors (except the immediate Past President) shall not be eligible for election to office and shall not vote on any matter other than election of officers. Election of officers shall be by secret written ballot. An officer may be removed at any time by



the Board, and a replacement officer may be appointed by the Board following removal of the previous officer.

## ARTICLE 10. DUTIES OF OFFICERS

### 10.1 President

The President shall preside as chair at all meetings of the Club and of the Board, call all meetings of the Club or of the Board, select the chairs of all committees established by the Board, execute on behalf of the Club all contracts, bonds and other written instruments approved by the Board, enforce the Bylaws and rules and regulations made by the Board, and supervise the Club Manager.

### 10.2 Vice President

In the absence of the President, his or her duties shall be exercised by the Vice President.

### 10.3 Secretary-Treasurer

The Secretary-Treasurer shall keep full and correct minutes of all meetings of the Club and the Board, see that the names of candidates for membership and for office are properly published or posted, give all notices required by these Bylaws, and perform other duties as instructed by the Board. He or she shall have charge of all funds of the Club and shall be responsible for the keeping of a fair and true account of all receipts and disbursements. At each annual meeting he or she shall make available to the Equity members a statement showing the financial condition of the Club and shall perform other duties as may be set by the Board.

## ARTICLE 11. INVESTMENTS

The Club shall have the right to retain all or any part of the securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it as directed by the Board, without restriction as to the class of investments except as provided by law. However, no action shall be taken by or on behalf of the Club which would be a prohibited transaction that would result in the denial to the Club of the tax exemption under Section 503 or Section 507 of the Internal Revenue Code and its regulations as they now exist or as they may later be amended.

## ARTICLE 12. INDEMNIFICATION OF OFFICERS AND DIRECTORS

### 12.1 Right to Indemnification

Each person who was or is in any way involved (including, without limitation, as a witness) in any legal action or proceeding by reason of the fact that he or she is or was a Director or officer of the Club shall be indemnified and held harmless by the Club. Additionally, if while serving as a Director or officer of the Club, a person is or was serving at the request of the Club as a director, trustee, 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, that person shall be indemnified and held harmless by the Club. The Club shall indemnify such persons whether the basis of such proceeding is alleged action in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or

**Comment [MWO24]:** The majority of this Article was drafted by attorney Judy Andrews as part of a previous bylaw revision.

agent. This indemnification shall be to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith. This indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. Except as provided in Section 12.2 (Right of Claimant to Bring Suit) with respect to proceedings seeking solely to enforce rights to indemnification, the Club shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section 12.1 shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition. However, the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Club of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 12.1 or otherwise.

### **12.2 Right of Claimant to Bring Suit**

If a claim for which indemnification is required under Section 12.1 is not paid in full by the Club within 60 days after a written claim has been received by the Club, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be 30 days, the claimant may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Club), and thereafter the Club shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Club (including its Board, independent legal counsel or its members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Club (including its Board, independent legal counsel or its members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

### **12.3 Non-exclusivity of Rights**

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or later acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of members or disinterested Directors or otherwise.

### **12.4 Insurance, Contracts and Funding**

The Club may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of the Club or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Club would have the power

to indemnify such persons against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Club may, without further membership action, enter into contracts with any director or officer of the Club in furtherance of the provisions of this Article 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 Article.

### **12.5 Indemnification of Employees and Agents**

The Club may, by action of the Board, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Club with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Club or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

### **12.6 Right to Control Litigation**

The Club will have no liability under this Article unless the indemnified party has informed the Board as soon as practicable of the proceeding and tendered defense of the suit or action to the Club. The indemnified party shall not settle such suit or action without the consent of the Board (such consent not to be unreasonably withheld) unless the Board has declined to defend the indemnified person in such proceeding. In any proceeding for which the Board has accepted the defense of the indemnified party, the indemnified party retains the right to participate in the defense at his or her own expense, but shall permit the Board to control the defense (subject to good-faith consultations with the indemnified party). Furthermore, in any such proceeding, the indemnified party shall not confess judgment, admit liability, or take any other actions prejudicial to the defense of the proceeding.

## **ARTICLE 13. ELECTION OF DIRECTORS**

### **13.1 Nominating Committee**

On or before January 15 of each year, the President shall appoint a Nominating Committee Chair. The Nominating Committee Chair shall appoint a committee consisting of one present and one past member of the Board and four other Equity members of the Club. The Nominating Committee shall select at least one person and not more than two persons to run for each vacancy on the Board resulting from the expiration of the term of existing Board members. All nominees submitted by the Nominating Committee shall be placed on the written ballot. All nominations by the Nominating Committee shall be published either in the next monthly Club Bulletin after the nominations or in a separate mailing to the Equity members. Within 25 days of publication, any other Equity member may be nominated by filing with the Secretary of the Club at the Clubhouse a petition signed by at least 25 Equity members.

### **13.2 Election**

The election of Directors shall commence no sooner than 40 days after publication of the Nominating Committee slate in the Club Bulletin. The names of all nominees shall be printed on the ballot in alphabetical order, arranged with three additional spaces for write-in votes. The Secretary

**Comment [MWO25]:** Old Sections 4 and 5 were deleted and replaced with a reference to the voting procedures outlined in Article 15 (Membership Voting and Meetings)

shall include with the ballot a statement separately showing any slate proposed by petition, and listing the names appearing on each petition. The election shall be conducted as described in Sections 15.5 (Voting Procedures) and 15.6 (Voting Requirements). Those nominees receiving the three highest votes shall be declared elected as new Directors. A tie vote shall be broken by spin of a tennis racket.

## **ARTICLE 14. ~~FISCAL YEAR~~ ADMINISTRATIVE PROVISIONS**

### **14.1 Fiscal Year**

The fiscal year of the Club shall run from each January 1 through the following December 31.

### **14.2 Records**

The Club shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances, minutes of the proceedings of its Boards and any minutes which may be maintained by committees of the Board; records of the names and post office addresses of its officers and Directors; and such other records as may be necessary or advisable.

### **14.3 Notice**

Any notice, demand, consent, waiver or ballot given under the Bylaws to any Director or member shall be given by first class mail, postage prepaid, or, if the Director or member has consented to receive communications electronically, may be given in the message format designated by, and accessible to, the Director or member. In the case of electronically transmitted communications, the Director or member shall provide the address, location or system to which the notices or other documents may be electronically transmitted. An “electronic transmission” is an electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by such a sender and recipient. Communications shall be deemed to have been given on the date deposited as first class U.S. mail, postage prepaid, or electronically in the manner designated by the Director or member. Ballots shall only be transmitted electronically if the Club has implemented a secure system to substantially conform to the secrecy requirements for written ballots set forth in Section 15.4 (Voting Requirements).

**Comment [MWO26]:** Allows for electronic ballots in the future if the Club obtains the necessary systems required to maintain secrecy of ballots.

## **ARTICLE 15. MEMBERSHIP VOTING AND MEETINGS**

### **15.1 Annual Meeting**

An annual meeting of the Equity members shall be held each year on a date and at a time set by the Board. At least 20 days' notice of the annual meeting shall be given by the Secretary to all Equity members.

**Comment [A27]:** moved to section 15.3

## 15.2 Special Meetings

Special meetings of the Equity members may be called at any time by the President, or in his or her absence by the Vice President or by the Board, or at the written request of not fewer than 75 Equity members (40 Equity members in the case of a proposed amendment to the Bylaws). At least 20 days' notice, stating the purpose of any special meeting, shall be given by the Secretary to all Equity members.

## 15.3 Quorum

Thirty Equity members present in person shall constitute a quorum for any annual or special meeting of the Club. Meetings shall be chaired by the President, or in his or her absence, by the Vice President or another Director. All meetings shall be conducted informally, but if there is any conflict at a meeting, as determined by the chair, it shall then be governed by the latest edition of Robert's Rules of Order Newly Revised. No voting shall take place at meetings, but reports of votes shall be recorded and noted in Minutes of the meeting. The annual meeting or any special meeting shall be adjourned for lack of a quorum, and the meeting may be rescheduled to any succeeding day without further notice, but written notice of the change of date shall be posted in the Clubhouse.

## 15.4 Voting Procedures

Ballots for all matters that are submitted to the membership for vote shall be mailed to the last known address of each Equity member, together with appropriate voting instructions as set by the Board. The voting period shall be no less than 20 days from the date the ballots are mailed to the date they are to be counted. An inner and an outer envelope shall be enclosed with each ballot. The outer envelope shall be addressed to the Secretary of the Club and shall have a line on its exterior for the signature of the voting member and membership number. To vote, the member shall mark the ballot and seal it in the inner envelope. He or she shall then enclose the inner envelope within the outer envelope and seal the latter. The ballot shall then be mailed so as to reach the Clubhouse prior to 3:00 p.m. on the date fixed or otherwise deposited at the Clubhouse by that time. These ballot requirements may be substituted by an electronic submission complying with Section 14.3 (Notice). Voting by proxy shall not be permitted. Ballots not submitted pursuant to these requirements shall not be counted for any purpose. The Board shall appoint a committee of three Equity members to act as election judges. The election judges shall act as tellers, shall close the balloting promptly at 3:00 p.m. on the day fixed, and shall then count and tabulate the ballots.

## 15.5 Voting Requirements

All decisions put to a vote of the Equity members shall be decided by simple majority vote (excluding abstentions) of those properly voting as described above unless a greater vote is required by these Bylaws for any particular action. Except as required in these Bylaws, no minimum number of votes is required for any particular action. The Board may require that a minimum number or percentage of votes be case and that a minimum number or percentage of affirmative votes be obtained for the approval of any action other than election of Directors or a special meeting vote on a proposal made by written request of at least 75 Equity members.

**Comment [MWO28]:** Old Article XV, Section 5 now included in Section 8.2.2 (Board Actions Requiring Equity Member Vote)

## ARTICLE 16. AMENDMENTS TO THE BYLAWS

### 16.1 Amendments by the Board

The Board may amend the Bylaws by a vote of at least two-thirds of the voting members of the Board. Any such amendment must first be proposed at one regular Board meeting and notice shall be published in the Club Bulletin or given to all Equity members at least 10 days before the next regular Board meeting at which time the amendment is to be submitted for the vote of the Board. The Board may not exercise its authority to amend the Bylaws, however, in a manner that would affect the rights of the members contained in any of the following provisions:

- (a) Section 4.2 (Increase or Decrease in Memberships);
- (b) Section 5.3 (Assessments);
- (c) Section 8.2 (Limitations on Board Authority); or
- (d) Article 16 (Amendments).

**Comment [MWO29]:** Old Article VIII, Section 8 and Old Article XV, Section 5 consolidated into new Section 8.2 (Limitations on Board Authority).

### 16.2 Amendments by the Equity Members

The Equity members may amend the Bylaws by a member vote conducted in accordance with Sections 15.4 (Voting Procedures) and 15.5 (Voting Requirements) at an annual or any special meeting called for that purpose. The proposed amendment may be submitted by the Board or by a petition signed by not fewer than 40 Equity members. The proposed amendment must be filed with the Secretary at the Clubhouse at least 45 days prior to the meeting. The meeting notice shall state that amendment of the Bylaws has been proposed and shall enclose a complete text of the proposed deletions and/or additions to the Bylaws. Only the amendment in the form so submitted to the Equity members may be put to a vote by the Equity members.

## ARTICLE 17. PROPRIETARY INTEREST

The proprietary interest in all assets of the Club, real, personal, and mixed, and of whatsoever kind and nature, has been, is and shall at all times be and remain vested in the Equity members of the Club as described in Articles 2 (Membership-General) and 3 (Classes of Members, including the former membership category known as Single Proprietary member), the interest of each such member being the same. The proprietary interest of any Equity member shall cease upon the termination of his or her membership. No member belonging to any other class of membership shall have any proprietary interest in the assets of the Club.

## ARTICLE 18. PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No member, Director, 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. This prohibition shall not prevent the payment to any person of reasonable compensation for services rendered to or for the Club in effecting any of its purposes as shall be fixed by the Board. None of these persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Club. All members of the Club shall be deemed to have expressly consented and agreed that upon the dissolution or winding up of the affairs of the Club, whether voluntarily or involuntarily, the assets of the Club, after all debts have been satisfied, then remaining in the hands of the Board shall be distributed in amounts set by the Board or as may be determined by a court of competent jurisdiction

upon application of the Board, exclusively to charitable, religious, scientific, testing for public safety, literary or educational organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may later be amended.

## ARTICLE 19. EMPLOYMENT AND BUSINESS WITH MEMBERS

No member, or spouse or domestic partner of an Equity member shall be employed by the Club on a full or part time basis, or otherwise conduct business or enter into contracts with the Club, if that person will or may directly or indirectly receive a monetary benefit by reason of having a business or contractual relationship with the Club unless the fact of the proposed contract or business transaction and its general nature has first been posted at the Clubhouse for at least 30 days before it is effective and, in addition, has been approved by at least two-thirds of the voting members of the Board.

## ARTICLE 20. CONFLICT OF INTEREST

**Comment [MWO30]:** This Article was drafted by attorney Judy Andrews as part of a previous bylaw revision.

### 20.1 Conflict Defined

A “conflict of interest” means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a person in a position of trust. A conflict of interest may exist when the interests or activities of any Equity member, Director, officer, committee chair, or employee may be seen as competing with the interests or activities of the Club, or the Equity member, Director, officer, committee chair, or employee may derive a financial or other material gain as a result of a direct or indirect relationship.

### 20.2 Disclosure Required

Any possible conflict of interest shall be disclosed to the Board by the person concerned, if that person is a Director or officer, or to the President if the person with the potential conflict is an Equity member, committee chair, or employee.

### 20.3 Abstinance from Vote

When any conflict of interest is relevant to a matter requiring action by the Board, any interested person shall call the conflict to the attention of the Board or its appropriate committee and the individual shall not vote on the matter, except that any Director disclosing a possible conflict of interest may be counted in determining the presence of a quorum at a meeting of the Board or a committee of the Board.

### 20.4 Absence from Discussion

The person having the conflict shall retire from the room in which the Board or its committee is meeting and shall not participate in the final deliberation or decision regarding the matter under consideration. However, that person shall provide the Board or committee with any and all relevant information.

**20.5 Minutes**

The minutes of the meeting of the Board or committee shall reflect that the conflict of interest was disclosed and that the interested person was not present during the discussion or vote and abstained from the vote. When there is doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board or its committee, which vote shall exclude the person concerning whose situation the doubt has arisen.

**20.6 Conflicts of Interest Policy and Review**

The Board may adopt a conflict of interest policy and procedures to implement the provisions of this Article. A copy of this conflict of interest Article and any conflict of interest policy adopted by the Board shall be given to each Director, officer, committee chair, and senior staff member who is presently serving the Club, or who may later become associated with the Club. This policy shall be reviewed annually for the information and guidance of Directors, officers, committee chairs, and employees. Any new Directors, officers, committee chairs, and employees shall be advised of this policy upon undertaking the duties of his or her position.

I hereby certify that the foregoing is a true and correct copy of  
the Amended and Restated Bylaws of The Central Park  
Tennis Club as approved by the Board of Directors on  
\_\_\_\_\_, 2012

\_\_\_\_\_, Secretary-Treasurer