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AMENDED AND RESTATED BYLAWS OF  
KLAHAYA SWIM AND TENNIS CLUB

(A Washington Nonprofit Corporation)

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Article 1. PURPOSE OF THE CORPORATION

- 1.1 Purpose of the Corporation. Klahaya Swim and Tennis Club is a member owned nonprofit corporation founded in 1959 for the sole purpose of providing social and recreational opportunities for its members. The purpose of the club is to create a flourishing community that promotes health and fitness in an environment nurturing sportsmanship, team spirit, growth, safety, responsibility, and respect. Use of the property shall be in accordance with these Bylaws, the Articles of Incorporation, and the Washington Nonprofit Corporation Act.

Article 2. MEMBERSHIP

- 2.1 Memberships. The total number of maximum memberships shall be fixed and shall not be changed except by a vote of the Members. A membership is sold to an individual or family, with each resident of a household considered a member. Each membership is entitled to one vote.
- 2.2 Eligibility. Any person 18 years of age or older who has not previously been expelled from the Club shall be eligible for membership. A Membership shall be retained by the Member(s) until sale, transfer, or termination of the membership as provided in these Bylaws.
- 2.3 Members. All residents of a household who live in that household, and family members, limited to the following, are members:
- 2.3.1 Adult(s) that purchased the membership; and
  - 2.3.2 Person(s) who reside with and are living as members of the household, including children of any age; and
  - 2.3.3 Adult children under the age of twenty-six (26), regardless of where they live.
  - 2.3.4 Certain employees (limited to the three positions of General Manager, Head Swim Coach and Head Tennis Pro/Coach) for whom the board may choose to provide the membership initiation fee. Beginning with those employees or former employees who were in an employed status on August 30, 2019, such cases shall be limited to those employees who have completed no less than fifteen years of total employment in good standing. In instances when such an employee has become a member prior to achieving fifteen years of employment in good standing, the board may, upon completion of fifteen years, provide a refund of that employee's membership initiation fee.
- 2.4 Guests. All other users shall be considered guests and must be accompanied by a member when

on the premises, and pay appropriate fees as established by the Board.

- 2.4.1 Non-member employees in good standing shall not be considered members, but may use the club without payment of fees. The board shall retain the right to set policy regarding utilization of the club by employees' families.
- 2.5 Good Standing. To be eligible to vote and otherwise participate as a Member of the Club and enjoy the rights and privileges of membership and Club facilities, a Member's membership must be in good standing. To be in good standing, a Membership must be current in payment of all fees, dues, and assessments and not be suspended.
- 2.6 Suspension and Expulsion. Any Member or Associate may be Cause for suspension or expulsion shall include violations of the Bylaws or rules or regulations of the Club, nonpayment of fees, dues or assessments as provided in Section 4.1 and 4.2 of these Bylaws, socially unacceptable conduct, or other conduct or occurrences determined by the Board to be materially detrimental to the Club.
  - 2.6.1 Suspension. Short-term removal of the privileges of membership.
  - 2.6.2 Expulsion. Permanent exclusion of a Member from the club or termination of membership.
  - 2.6.3 Any Member may be:
    - a. suspended for a period of not exceeding seven (7) days by the President, or any employee of the Club designated, individually or by title, by the Board of Directors to hold this power; or
    - b. suspended for a period not exceeding three months by vote of a two-thirds or more of the members of the Board attending a meeting called for that purpose, with no less than one-week notice to the member; or
    - c. expelled by vote of three-fourths or more of the entire membership of the Board of Directors occurring at a meeting called for that purpose, with no less than one-week notice to the member.
  - 2.6.4 Any suspension or expulsion pursuant to clauses b or c, preceding, shall occur only after the Member has been given no less than one-week notice of the meeting and an opportunity to appear before the Board.
- 2.7 Termination of Memberships. In the event of termination of a membership, the membership shall be returned to the Club. The Board shall notify Members of the annual deadline for return of Memberships. The Club shall have no liability to any Member upon termination, and no Member shall be owed any refund or payment by the Club or Member upon such termination, except as approved by the board. This clause shall supersede any previous commitments by the Club, either verbal or in writing.
- 2.8 Dissolution of Household. In the event of separation, divorce, or the dissolution of a household,

the members shall determine which new household shall be assigned the Membership and notify the Club prior to the annual deadline for sale of Memberships subsequent to the dissolution of the household. Absent such notification, the Membership shall revert to the Club.

- 2.9 Evidence of Membership. On purchase of Membership, each Membership shall be assigned a Membership number, which shall be communicated to the new Member(s) in writing. A roster of Members shall be prepared and maintained by the Board of Directors. In addition, a Membership Directory shall be prepared annually and provided to Members.
- 2.10 Purchase and Transfer of Membership. The Board of Directors shall establish such policies as it determines are appropriate for the purchase and transfer of memberships in accordance with these Bylaws.
  - 2.10.1 Membership Purchase. A person may become a Member of the Club by applying to the Club for Membership and paying an Initiation Fee, the cost of which shall be set by the Board of Directors.
  - 2.10.2 Membership Transfer. In addition, a person may become a Member of the Club through a transfer of membership from an existing Member in good standing. The Member who is transferring their Membership must have owned their Membership for no less than five (5) years, and may only transfer their Membership to their child. The cost of a transferred membership shall be no less than fifty percent (50%) of the membership Initiation Fee at the time of transfer, and shall be called the Transfer Fee. A transfer of membership shall not be effective unless the Member transferring their membership has first given written notice to the Membership Chair and President, and the Transfer Fee and applicable dues and/or assessments have been paid.
  - 2.10.3 Survivorship. In the event of a Member's death, a non-member parent or adult guardian of surviving children may assume the Membership and all related privileges and obligations. An estate of a deceased Member may Transfer the Membership to an adult child as described in 2.10.2 above.
- 2.11 Sole Means of Acquiring Membership. There are no means of becoming a member other than those stated in these bylaws.
- 2.12 Waiting List. A waiting list shall be maintained and periodically published to document applications to the Club for Membership. On payment of the application fee set by the Board, prospective members shall be placed on the waiting list. New members shall be offered purchase of Membership in the order in which they appear on the waiting list. The Board may or may not establish limited Club use privileges for prospective members on the waiting list.
- 2.13 Loans of Memberships. Memberships shall not be loaned, leased, or otherwise provided or made available by Members to any other persons.

### Article 3. MEMBERSHIP PRIVILEGES

- 3.1 Equal Privileges. All Members shall be accorded equal privileges in the use and enjoyment of the Club. All members shall be subject to the same rules and regulations under the Bylaws and

policies as set by the Board. The Bylaws and Board policies shall be posted online and/or made available on request. 'Members may bring guests to the Club, subject to Board policy.

- 3.2 Responsibility of Members. Property broken or damaged by a Member or their guest(s) shall be promptly paid for by the Member. Members shall be responsible for their own acts and conduct as well as that of their guests. Members shall be required to pay all charges and liabilities incurred by them or their guests.
- 3.3 Release. The Club shall not be responsible to any Member or guest for any loss or damage to property or for any injury or death on the premises of Club facilities or at Club events.
- 3.4 Drugs, Alcohol, Tobacco. The Board may approve the consumption of alcohol during special adult-only events. No other use of drugs, alcohol, or tobacco shall be allowed on Club premises.

#### Article 4. DUES AND FEES

- 4.1 Determination and Deadline for Amounts Due. The Initiation Fee, annual dues, and other charges, fees and assessments, (including special assessments for improvements) shall be set by the Board of Directors, and shall be sufficient to provide for the expenses of operation, maintenance and improvement of the Club's facilities. They shall be paid when and as specified by the Board of Directors, provided that annual dues and assessments must be paid by Opening Day. Payment after Opening Day shall be considered delinquent, and may result in a suspension or eventual revocation of the Membership and expulsion as described in Section 2.6 above. Sums paid shall not be subject to refund or remittance.
- 4.2 Nonpayment of fees, dues or assessments. Any Member delinquent in the payment of their dues or other financial obligations to the Club may be suspended from membership.
- 4.3 Continuing Obligation. A Member's dues and other financial obligations to the Club shall continue to accrue until the Member's membership has been transferred or otherwise terminated. Obligations thus accruing prior to termination remain the liability of the Member and must be enforced as any other debt arising in the State of Washington. The Club shall not be obligated to transfer a membership unless and until all obligations to the Club owing by the Member wishing to complete the transfer have been paid or otherwise satisfied in full.

#### Article 5. MEMBERSHIP MEETINGS

- 5.1 Annual General Membership Meeting. A General Membership Meeting shall be called at least annually. The purpose of the annual General Membership Meeting shall be, at a minimum, to examine the reports of officers, present the Board nominees for the upcoming season, and present, discuss and seek input to a preliminary budget for the upcoming year. Notice of the meeting shall contain the names of the Board nominees for the upcoming season and a copy of the preliminary budget.
- 5.2 Approval of Board of Directors and Budget. To allow the Membership to provide authentic input to the preliminary budget, and the Board to consider that input, a final budget will be presented

for a vote no less than fourteen (14) days and no more than thirty (30) days after the Annual General Membership Meeting. At such time, voting shall commence for the purpose of approving the final budget and Board of Directors for the upcoming year.

- 5.3 Voting. Each Membership in good standing at the time of the vote, shall be entitled to one vote. Voting shall take place only after a notice of no less than fourteen (14) days. The Board shall provide notice of the date voting opens and closes. Voting must provide all Memberships the opportunity to cast a ballot, which shall show the Membership number, and may take place electronically. Votes of the membership shall be decided by a majority of votes cast, unless otherwise required in these Bylaws.
- 5.4 Meeting Location. Members' meetings shall be held at the Club's facilities or such other location within the State of Washington as shall be determined by the Board of Directors and stated in the notice of the meeting.
- 5.5 Special Membership Meetings. Special meetings of the Members for any purpose or purposes may be called at any time by the President, a quorum of the Board of Directors, or upon written request filed with the Secretary by not less than twenty-five percent (25%) of all Memberships of the Club in good standing.
- 5.6 Notice of Membership Meetings. Notice stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered electronically no less than fourteen (14) nor more than thirty (30) days before the date of the meeting, by or at the direction of the President, the Secretary, or the person or persons calling the meeting, to each Membership of record entitled to vote at their email address reflected on the Club's membership roster.
- 5.7 Quorum of Members. A quorum for all Membership meetings shall be those Members in good standing who are present.
- 5.8 Voting Record. Voting records shall be maintained by the Board for no less than three years after any vote of the Membership.

## Article 6. BOARD OF DIRECTORS

- 6.1 Number and Qualifications. The business and affairs of the Club shall be managed by its Board of Directors which shall also be known as the Board. The number of members of the Board shall be no less than five (5) and no more than nine (9). Only Members of the Club in good standing shall be eligible to serve on the Board of Directors.
- 6.2 Term of Office. The initial Board of Directors shall be established such that three Directors are elected for a three-year term. Thereafter, Directors shall be elected to three-year terms, with three Directors being elected annually to replace those whose terms are expiring. Election shall take place following the annual meeting of Members. A Director's term shall commence immediately on the date of their election and end on the earlier of their death, resignation, cessation of Member in good standing status, removal as a Director, or the election of their successor. In extraordinary circumstances, the Board may choose to extend the term of a Board

member by up to one year.

- 6.3 Vacancies. Vacancies on the Board of Directors, whether caused by resignation, death, or otherwise, may be filled by a majority of the remaining Directors attending any regular meeting of the Board, or any special meeting of the Board if the notice of such special meeting indicates that filling such vacancy is a purpose of the meeting. A Director thus appointed to fill a vacancy shall, on agreement to do so, be placed on the ballot following the Annual General Membership Meeting subsequent to their appointment.
- 6.4 Nominations and Elections. The Board shall annually solicit nominations for open Board of Director positions. The formal nominations period shall be announced to the Members and shall be no less than fourteen (14) days. The Board shall present the nominees for election to open Board positions at the Annual General Membership Meeting.
- 6.5 Removal. A Director shall forfeit their office if they have failed to attend four regular, consecutive meetings of the Board without being excused by the President of the Board. Directors also may be removed at any meeting of the Board of Directors called for that purpose, of which they have specific notice, by a majority of the members of the Board present at the meeting, so long as a quorum is present. In addition, a Director may be removed at any special meeting of the Members called for that purpose, of which they have specific notice, by a vote of a majority of Members present. In either case, notice of a meeting called for the purpose of removing a Director shall be no less than fourteen (14) days.
- 6.6 Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such times and places as the Board of Directors may decide.
- 6.7 Special Meetings. Special meetings of the Board of Directors may be held at any time or at any place whenever called by the President or by the Secretary at the request of any two Directors.
- 6.8 Notice of Board Meetings. Notice of all Board meetings shall be provided to all Board members. Notice to the Members of the regular meetings of the Board of Directors shall not be required. Notice of the time and place of special meetings of the Board of Directors shall be given by or at the direction of the President, the Secretary or any person or persons calling the meeting at least three (3) days prior to the day upon which the meeting is to be held.
- 6.9 Quorum of Directors. A majority of Directors present shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in these Bylaws, the Articles of Incorporation, or applicable Washington law, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.
- 6.10 Voting by the Board. Each Board member shall be entitled to one vote. Voting may take place in person or electronically so long as each Board member is offered the opportunity to vote. Any vote by the Board shall be entered into the minutes or as an addendum to the previous meetings' minutes.
- 6.11 Dissent by Directors. A Director of the Board who is present at a meeting of the Board of Directors at which action is taken shall be presumed to have assented to the action unless their dissent is noted in the minutes of the meeting. A Director who votes in favor of such action may not dissent to it.

- 6.12 Online or Virtual Meetings. Directors may participate in meetings of the Directors by any means through 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.
- 6.13 Advisory Committees. The Board may designate and appoint one or more standing or temporary committees, the members of which shall be determined by the Board. No such committee shall have the authority to take official action on behalf of the Club without a vote of the Board or the Membership.

## Article 7. OFFICERS

- 7.1 Officers. The officers of the Club shall be President, one or more Vice Presidents, a Secretary and Treasurer. All officers shall be elected by the Board of Directors from among their number at the first meeting of the Board subsequent to the Annual General Membership Meeting, to hold office for the term of one (1) year and until their successors are elected.
- 7.2 President. The President shall be the chief executive officer of the Club. Subject to the authority of the Board of Directors, the President shall have general charge, supervision and control over the business and affairs of the Club and shall be responsible for its management. The President may appoint any Director or other member to assist in carrying out any of the President's responsibilities as the President may designate it. The President shall submit a report of the operations of the Club for the preceding year to the Members at the Annual General Membership Meeting. The President shall preside at all meetings of the Members and of the Board of Directors and shall be an ex officio member of all committees.
- 7.3 Vice President. In the event of the absence or disability of the President, the Board shall appoint from among their number a Vice President to exercise and perform the authority and duties of the President until such time as the President resumes their duties , or a successor is elected.
- 7.4 Secretary. The Secretary shall be the chief records officer of the Club. The Secretary shall issue notices of meetings of Members and meetings of the Board of Directors, attend to correspondence, make and keep minutes of meetings, and maintain Club records (e.g., Board rosters, Membership Directory, etc.) for archival and communications purposes. In addition, the Secretary shall coordinate and oversee publication of the annual newsletter no later than April 15. The Secretary shall perform such duties as the Board of Directors or President may from time to time designate.
- 7.5 Treasurer. The Treasurer shall be the chief financial officer of the Club. The Treasurer shall be responsible for all funds of the Club, including deposit of all funds received by the club and disbursement of funds as authorized by the Board. The Treasurer shall render to the Board of Directors from time to time, as may be required, an account of all transactions of the Club, and shall perform such duties as the Board of Directors or President may from time to time designate.
- 7.6 Salaries. Directors and officers of the Club shall not be entitled to any financial compensation for their services.

## Article 8. BUSINESS OF THE CLUB

- 8.1 Contracts. The Board of Directors shall authorize any contract or agreement of a duration of more than one year, and all employment contracts. Any such contract or agreement must be signed by no fewer than two Directors, which shall include the President or Vice President (or their designee and one additional Director).
- 8.2 Loans to Club. No loans shall be contracted on behalf of the Club, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors.
- 8.3 Checks and Payments. All checks, payments of money, notes or other evidence of indebtedness issued in the name of the Club shall be signed by no fewer than two Directors of the Board, and in such a manner as approved by the Board of Directors.

## Article 9. INDEMNIFICATION

- 9.1 Indemnification. The Club shall indemnify each person who is or was a Director or officer of the Club to the fullest extent permitted by the Washington Nonprofit Corporation Act. To the fullest extent permitted by the Washington Nonprofit Corporation Act, the Club shall indemnify any person made or threatened to be made a party to any proceeding (whether brought by or in the right of the Club or otherwise) by reason of the fact that they are or were a director or officer of the Club, against judgments, penalties, fines, settlements and reasonable expenses (including attorneys' fees), actually incurred by them in connection with such proceeding, provided the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Club, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The Board also may, at any time, approve indemnification of any other person who the Club has the power to indemnify under the Washington Nonprofit Corporation Act. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract or by vote of the Board or its Members. The Club may purchase and maintain indemnification insurance for any person to the extent provided by applicable law. Any indemnification of a Director pursuant to this Article, including any payment or reimbursement of expenses, shall be reported to the Members with the notice of the next meeting of Members or prior thereto in a written report containing a brief description of the proceedings involving the director being indemnified and the nature and extent of such indemnification.

## Article 10. DIRECTOR LIABILITY

- 10.1 Director Liability. The liability of a Director to the Club or its Members shall be limited to the extent set forth in the Bylaws and Articles of Incorporation of the Club, as follows:

“A Director of the Corporation shall incur no personal liability to the Corporation or to its members for monetary damages for conduct as a Director, except to the extent the Director is held accountable for (i) acts or omissions which involve intentional misconduct or a knowing violation of the law, or (ii) any transaction from which the



director personally obtained a benefit in money, property, or services to which the director is not legally entitled. If the Washington Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the Corporation shall be eliminated or limited to the fullest extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the members of the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.” – Articles of Incorporation, Article VIII – Director Liability

#### Article 11. RECORDS

- 11.1 Records. A current Membership Directory shall be made available to members annually. The Club shall keep and maintain a website or other communication mechanism which shall make available to members: (a) Current Articles of Incorporation; (b) Current Bylaws; (c) Roster and contact information for the Board of Directors; (d) any other applicable documents as determined by the Board. On request, minutes from meetings of the Board of Directors shall be made available to members. Any Member, upon written demand stating a proper purpose reasonably related to membership interests, shall have the right to examine the Club's books and records. The examination shall be conducted by the Member personally at a reasonable time or times. The Member shall be entitled to make extracts or copies of the materials examined at their expense.

#### Article 12. AMENDMENT

- 12.1 Amendment. The Bylaws of the Club may be amended and new Bylaws may be adopted only after the Board of Directors has authorized an Advisory Committee to review and recommend such changes. Amendments shall be approved by a majority of those Members who vote. Voting shall take place only after a notice of no less than fourteen (14) days. The Board shall provide notice of the date voting opens and closes, which shall include a copy of all proposed changes to the Bylaws.
- 12.2 Documentation of Amendments. To maintain documentation of historical changes to the Bylaws, on approval of amendments by the Membership, each newly adopted version of the Bylaws shall include the date of approval and names of members serving on the Advisory Committee.
- 12.3 Availability of the Bylaws. A current version of the bylaws shall be posted and remain available for Membership review.

Amendment Date and Committee:

August 19, 2022: Darrel Rich, Robert Bradshaw, Tom Preston, Gigi Gilman, Tom Gilman, Jennifer Gettman, Molly Kosten, Elizabeth Madonick, Beth Mitchell, Jen Parlatore, Erin Gallagher, Lyn Sherry, Kristine Chan, Alan Borgida

November 15, 2021: Lindsay Crawford, Erin Gallagher, Gigi Gilman, Lyn Sherry

November 1, 2020: Lindsay Crawford, Erin Gallagher, Gigi Gilman, Lyn Sherry