

**NINTH AMENDED AND RESTATED
BYLAWS
OF
KENT SWIM CLUB**

- 1) **Purpose.** Kent Swim Club (the “**Club**”) was formed to promote the health and general welfare of its members in pursuance thereof, to construct, own, and operate a swimming pool, tennis courts, and club house under the name and style of Kent Swim and Tennis Club, and such other incidental objects as are appropriate in the conduct of activities, in the County of King and the State of Washington.
- 2) **Offices.** The principal office of the Club shall be located at its principal place of business or such other place as the Board of Trustees (“**Board**”) may designate. The Club may have such other offices, either within or without the State of Washington, as the Board may designate or as the business of the Club may require from time to time.
- 3) **Membership.**
 - a) Classes of Members. The Club shall initially have 3 classes of members. No person shall be denied membership in violation of Washington State or federal law. Additional classes of members, the manner of election or appointment of each class of members, and the qualifications and rights of each class of members may be established by amendment to these Bylaws. The 3 classes of members are as follows:
 - i) Owner Member. The Club shall have 260 authorized membership positions (each an “**Owner Member**”, collectively the “**Owner Members**”). Only 1 individual can be named an Owner Member per membership position.
 - ii) Associate Member. The Club shall have unlimited Associate Members (each an “**Associate Member**”, collectively the “**Associate Members**”).
 - iii) Senior Member. The Board shall set the number of eligible Senior Members (each a “**Senior Member**”, collectively the “**Senior Members**”).
 - iv) Leasing Member. “**Leasing Members**” are individuals leasing the use rights to the Club’s facilities from an Owner Member or the Club. Each Leasing Member position will have 1 name associated with the position. The Club may lease any unassigned Owner Member memberships to a Leasing Member.
 - b) Qualifications for Membership.
 - i) Owner Member. The Board shall elect or appoint a new Owner Member by a 2/3 vote. In order to qualify for an owner membership, an Owner Member shall be 18 years old or older and shall pay dues as set by the Board. Owner Members may have such other qualifications as the Board may prescribe by amendment to these Bylaws. The Board may extend the Club Manager a non dues paying Associate Membership for the Club Manager and their family as part of the Club Manager’s compensation.
 - ii) Associate Member. In order to qualify for an associate membership, an Associate Member shall be either a spouse, registered domestic partner, child, or dependent (as defined by the Internal Revenue Service) of an Owner Member or Senior Member. Associate Members may have such other qualifications as the Board may prescribe by amendment to these Bylaws. Child is defined as by blood or adoption, a foster child, a sibling or stepsibling under 24 years of age. Registered Domestic Partner is defined as a legal relationship between two individuals who live together and share a common domestic life but are neither joined by marriage or civil union and is registered with the State of Washington Department of Licensing. Dependent is defined by Washington State law.

- iii) Senior Member. In order to qualify for a senior membership, a Senior Member shall (1) have been an Owner Member in good standing for minimum of 25 consecutive years or, if the individual is age 62 or older, 20 consecutive years; and (2) have no dependents under the age of 24 at home. Only the Owner Members may become lifetime senior members of the Kent Swim and Tennis Club unless the Senior Member status is transferred pursuant to Section 3(i)(ii)(1)-(2) (Involuntary Transfers). The spouse or registered domestic partner of a Senior Member is considered an Associate Member. To become a Senior Member, an Owner Member must submit a written application to the Membership Chairperson for Board approval and sell the Owner Member position within 60 days of the Board's approval of the individual's Senior Member status. Senior Members pay reduced dues, failure to pay those dues results in the termination of Senior Member Status.
 - iv) Leasing Member. In order to qualify as a Leasing Member, the individual must either be leasing the use rights from an Owner Member or directly from the Club's unassigned Owner Member membership positions. An individual and/or their spouse or domestic partner may only be a Leasing Member once. The Board shall approve a Leasing Member prior to the Leasing Member obtaining use rights.
 - c) Member Rights. There are 2 categories of rights for the Club: voting rights and use rights. Voting rights pertain to the governance of the Club as prescribed by these Bylaws. Use rights are the rights associated with the use of the Club's facilities and such use right shall be determined by the Board and formalized in a written policy.
 - i) Owner Members. An Owner Member must be in good standing with the Club in order to exercise the Owner Member's rights hereunder.
 - (1) Voting Rights. Each Owner Member is entitled to vote with respect to the subject matter of an issue submitted to the Owner Members and shall be entitled to one vote for each such issue. Each Owner Member entitled to vote at an election of Trustees may cast one vote for as many persons as there are Trustees to be elected and for whose election such Owner Member has a right to vote.
 - (2) Use Rights. Each Owner Member shall have use rights and may lease such use rights to a Leasing Member subject to the Board's pre-approval. The Owner Member may lease such use rights as many times as the Owner Member desires, not to exceed once per year.
 - ii) Associate Members. Associate Members shall have no voting rights. Associate Members shall have use rights that are tied to the Associate Member's designated Owner Member. The Associate Member's use rights shall be determined by the Board and formalized in a written policy. Associate Members are non-dues paying members.
 - iii) Senior Members. Senior Members shall have no voting rights. Senior Members shall have use rights. The Senior Member's use rights shall be determined by the Board and formalized in a written policy. Senior Members are non-dues paying members.
 - iv) Leasing Members. Leasing Members shall have no voting rights. Leasing Members shall have use rights that are tied to the Leasing Member's designated Owner Member or the Club. The Leasing Member's use rights shall be determined by the Board and formalized in a written policy.
 - d) Suspension of an Owner Member.
 - i) Suspension by the Board. In addition to the procedures set forth in RCW 24.03A.375, the Board may suspend an Owner Member's rights by a 2/3 vote at any time for a maximum period of 3 months. Within 5 days of the Board's decision, the Board must provide notice to the Owner Member of the Board's decision.

- ii) Suspension by the Club Manager. The Club Manager may suspend an Owner Member at any time for a maximum period of 7 days by the delivering written or oral notice to the Owner Member of the Club Manager's decision. The Club Manager shall provide notice to the President within 24 hours of an Owner Member's suspension.
 - iii) Impact of Suspension. An Owner Member that is suspended by either the Board or the Club Manager shall be considered not in good standing and shall lose all rights and privileges, afforded to an Owner Member until the suspension is revoked or expires.
- e) Removal of an Owner Member. At a Board meeting called expressly for that purpose, an Owner Member may have their membership revoked for Cause by 2/3 of the votes cast by the Board. For "**Cause**" shall mean (i) a violation of the Bylaws; (ii) a serious violation of Club rules or policies; or (iii) for nonpayment of dues and fees. Any revocation by the Club for Cause will be communicated by a Notice of Termination to the Owner Member. For purposes of these Bylaws, a "**Notice of Termination**" means a written notice which (1) indicates the specific Cause provision relied upon; (2) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for revocation of the Owner Member's membership under the provision so indicated. The Owner Member shall have 10 days to cure the offending Cause or to appeal the Notice of Termination with the special committee pursuant to Section 4(t)(iii) (Membership Review Committee). A removed Owner Member's membership is the property of the Club and will be sold in accordance with established procedures.
- f) Resignation of an Owner Member. Pursuant to RCW 24.03A.370, an Owner Member may resign the Owner Member's membership at any time. However, the Owner Member shall not be relieved of any obligations incurred or commitments made prior to resignation, including but not limited to, any dues or fees owed by the Owner Member.
- g) Suspension of an Associate Member or Senior Member.
- i) Suspension by the Board. In addition to the procedures set forth in RCW 24.03A.375, the Board may suspend an Associate Member's or Senior Member's use rights by a 2/3 vote at any time for a maximum period of 3 months. Within 5 days of the Board's decision, the Board shall provide notice to the Owner Member who is responsible for the Associate Member or the Senior Member of the Board's decision.
 - ii) Suspension by the Club Manager. The Club Manager may suspend an Associate Member or Senior Member at any time for a maximum period of 7 days by the delivering written or oral notice to the Owner Member who is responsible for the Associate Member or the Senior Member of the Club Manager's decision. The Club Manager shall provide notice to the President within 24 hours of an Associate Member or Senior Member suspension.
 - iii) Impact of Suspension. An Associate Member or Senior Member is suspended by either the Board or the Club Manager shall be considered not in good standing and shall lose all rights and privileges afforded to an Associate Member or Senior Member until the suspension is revoked or expires.
- h) Owner Member Dues. The Board shall recommend the annual due amount at the Owner Members' Annual Meeting. The Board shall determine and formalize into a written policy how dues are paid, managed, and associated consequences related to due issues. The Owner Member shall pay all dues associated with the membership until the Owner Member is no longer registered as the owner of the membership. If 15% of memberships are unclaimed, the Board may, without the Owner Members' consent, authorize a special reduced dues to generate new owner members. Annual dues must be paid in full on or before May 1st of each calendar year and mailed to the KSTC Post Office Box. Dues received after May 5th will result in a late fee of \$50. All membership privileges will be suspended until all fees are paid.
- i) Owner Member or Senior Member Transfers.

- i) Voluntary Transfers. An Owner Member may transfer their membership subject to Board approval. The Owner Member may set the value of the membership. The Owner Member shall be responsible for the transfer fee associated with selling a membership. The Board shall set the transfer fee annually. The transfer fee shall be not less than \$250 or 10% of the previous year's average membership sale price (for illustrative purposes only, if the average membership sale price in the previous year is \$3,000 then the transfer fee shall be in the range of \$250- \$300).
- ii) Involuntary Transfers.
 - (1) Disability. In the event of disability for a period greater than 6 months, the Owner Member's or Senior Member's membership shall pass to the Owner Member's or Senior Member's legal guardian.
 - (2) Death - Surviving Members. When an Owner Member or Senior Member dies, the deceased Owner Member's or Senior Member's membership passes to the deceased Owner Member's or Senior Member's surviving spouse; registered domestic partner; or immediate family or legal guardian without incurring transfer fees.
 - (3) Divorce or Dissolution of a Registered Domestic Partnership. Notwithstanding any other provision in these Bylaws, in the event of an Owner Member's divorce or dissolution of a registered domestic partnership, the Owner Member shall maintain the membership rights unless the Owner Member notifies the Club otherwise. No transfer fees shall be incurred if the divorcing or dissolving Owner Member transfers the membership to the Owner Member's former spouse or domestic partner.
- j) Annual Meeting. The annual meeting of the Owner Members shall be held during the 1st business quarter in each year at a date and time established by the Board for the purpose of electing Trustees, setting annual Owner Member dues, examining the reports of officers, approving the budget, and transacting such other business as may properly come before the meeting. If the day fixed for the annual meeting is a legal holiday at the place of the meeting, the meeting shall be held on the next succeeding business day. If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient.
- k) Special Meetings. The President, the Board, or not less than 25 of the Owner Members entitled to vote at such meeting, may call special meetings of the Owner Members for any purpose.
- l) Place of Meetings. All meetings of Owner Members shall be held at the principal office of the Club or at such other place within or without the State of Washington designated by the President, the Board, by the Owner Members entitled to call a meeting of Owner Members, or by a waiver of notice signed by all Owner Members entitled to vote at the meeting.
- m) Notice of Meetings. The President, the Secretary, or the Board shall cause to be delivered to each Owner Member entitled to notice of or to vote at the meeting written notice stating the place, date, and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called not less than 10 nor more than 50 days before the meeting. Notices of annual meeting shall be sent not less than 15 days before the annual meeting and include the nominated candidates for election at the annual meeting. At any time, upon the written request of not less than 25 of the Owner Members entitled to vote at the meeting, it shall be the duty of the Secretary to give notice of a special meeting of Owner Members to be held at such date, time and place as the Secretary may fix, not less than 10 nor more than 30 days after receipt of such written request, and if the Secretary shall neglect or refuse to issue such notice, the person or persons making the request may do so and may fix the date, time, and place for such meeting.
- n) Waiver of Notice. Whenever any notice is required to be given to any Owner Member under the provisions of these Bylaws, the Articles of Incorporation, or applicable Washington law, a waiver thereof in writing,

signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

- o) Quorum. 50 of the Owner Members of the Club entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Owner Members. If less than a quorum of the Owner Members entitled to vote is represented at a meeting, a majority of the Owner Members so represented may adjourn the meeting from time to time without further notice.
- p) Manner of Acting. The vote of a super majority(60%) of the votes entitled to be cast by the Owner Members represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Owner Members, unless a greater proportion is required by applicable Washington law, the Articles of Incorporation, or these Bylaws. The form of voting shall be by voice except that the President at their discretion may call for a showing of hands or a secret ballot.
- q) Proxies. An Owner Member may vote by proxy executed in writing by the Owner Member or by the Owner Member's attorney-in-fact. Such proxy shall be filed with the Club's Secretary before or at the time of the meeting. A proxy shall become invalid 11 months after the date of its execution unless otherwise provided in the proxy. A proxy with respect to a specific meeting shall entitle the holder thereof to vote at any reconvened meeting following adjournment of such meeting but shall not be valid after the final adjournment thereof.
- r) Action by Members Without a Meeting. Any action which could be taken at a meeting of the Owner Members may be taken without a meeting if a written consent setting forth the action so taken is signed by all Owner Members entitled to vote with respect to the subject matter thereof. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the Owner Members.
- s) Meetings by Telephone. Owner Members may participate in a meeting of the Owner Members by means of a conference telephone or similar electronic communications equipment by means of 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.

4) **Board of Trustees.**

- a) General Powers. The Board shall manage the Club's affairs.
- b) Number. The Board shall consist of not less than 9 nor more than 13 Trustees, the specific number to be set by resolution of the Board. The number of Trustees may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Trustee.
- c) Qualifications. Trustees shall be Owner Members of the Club. A Trustee shall not be a Senior Member. A Trustee may not be married or in a registered domestic partnership with another Trustee. Trustees may have such other qualifications as the Board may prescribe by amendment to these Bylaws.
- d) Election of Trustees. Successor Trustees shall be elected each year at the annual meeting of Owner Members. The election of Trustees may be conducted by mail and/or by ballot in such manner as the Board shall determine.
- e) Term of Office. Unless a Trustee dies, resigns, or is removed, the Trustee shall hold office for a 3-year term or until the Trustee's successor is elected, whichever is later. A Trustee is limited to 3 election terms so a

Trustee may only serve for a maximum of 9 years total. If a Trustee is appointed by the Board, the Trustee shall hold office until the next annual meeting of the Owner Members. The Trustee terms shall be staggered across a 3-year cycle.

- f) Annual Meeting. The annual meeting of the Board shall be held the following month after the Owner Members' annual meeting for the purposes of electing officers and transacting such business as may properly come before the meeting.
- g) Regular Meetings. By resolution, the Board may specify the date, time, and place for the holding of regular meetings without other notice than such resolution. The Board shall meet at least once a month. The Board shall review and a super majority (60%) of the Board present at the meeting shall approve the monthly Treasurer's report at each monthly meeting.
- h) Special Meetings. Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the President or any two Trustees, or, in the case of a committee meeting, by the chair of the committee. The Secretary or President shall provide notice of the special meeting to the Trustees. The Secretary may fix any place either within or without the State of Washington as the place for holding any special Board or committee meeting called by them.
- i) Meetings by Telephone. Trustees or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar electronic communications equipment by means of 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.
- j) Place of Meetings. All meetings shall be held at the principal office of the Club or at such other place within or without the State of Washington designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Trustees.
- k) Notice of Special Meetings. Notice of special Board or committee meetings shall be given to a Trustee in writing or by personal communication with the Trustee not less than 5 calendar days before the meeting. Notices may be delivered to the Trustee at the Trustee's point of contact shown on the records of the Club. Neither the business to be transacted at, nor the purpose of any special meeting need be specified in the notice of such meeting.
- l) Waiver of Notice.
 - i) In Writing. Whenever any notice is required to be given to any Trustee under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. 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.
 - ii) By Attendance. A Trustee's attendance at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- m) Quorum. A majority of the number of Trustees in office shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.
- n) Manner of Acting. The act of the majority of the Trustees present at a 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 applicable Washington law.

- o) Presumption of Assent. A Trustee 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 the Trustee's dissent or abstention is entered in the minutes of the meeting, or unless such Trustee files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the Club immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Trustee who voted in favor of such action.
- p) Action by the 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 executed by each of the Trustees. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. For purposes of these Bylaws, "executed" means: (i) writing that is signed; or (ii) an email transmission that is sent with sufficient information to determine the sender's identity. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.
- q) Resignation. Any Trustee may resign at any time by delivering written notice to the President or the Secretary at the Club's registered office, or by giving oral or written notice at any meeting of the Trustees. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Additionally, it shall be considered an automatic resignation if a Trustee fails to attend 3 consecutive regular monthly meetings without an excuse approved by the majority of the Board.
- r) Removal. At a meeting of Owner Members called expressly for that purpose, one or more Trustees (including the entire Board) may be removed from office, with or without cause, by 2/3 of the votes cast by Owner Members then entitled to vote on the election of Trustees represented in person or by proxy at a meeting of Owner Members at which a quorum is present. At a meeting of the Board, one or more Trustees may be removed from office, with or without cause, by 2/3 of the votes cast by Trustees then in office.
- s) Vacancies. A vacancy in the position of Trustee may be filled by the affirmative vote of a majority of the remaining Trustees though less than a quorum of the Board. The Board's appointed Trustee who fills a vacancy shall serve until the next annual meeting of the Owner Members. The Owner Members shall vote to fill the Board appointed Trustee positions at the annual meeting for the remainder of the vacated Trustee position.
- t) Board and Advisory Committees.
 - i) Board Committees. The Board, by resolution adopted by a majority of the Trustees in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Trustees. Such Board committees shall have and exercise the authority of the Trustees in the management of the Club, subject to such limitations as may be prescribed by the Board; except that no committee shall have the authority to: (1) amend, alter, or repeal these Bylaws; (2) elect, appoint, or remove any member of any other committee or any Trustee or officer of the Club; (3) amend the Articles of Incorporation; (4) adopt a plan of merger or consolidation with another corporation; (5) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Club not in the ordinary course of business; (6) authorize the voluntary dissolution of the Club or revoke proceedings therefor; (7) adopt a plan for the distribution of the assets of the Club; or (8) amend, alter, or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered, or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Trustee of any responsibility imposed upon the Trustee by law. The President shall be an ex-officio member of all committees.
 - ii) Advisory Committees. The Board may designate and appoint one or more advisory committees, each of which may consist of at least one Trustee and one or more other members or other individuals to give

advice and counsel to the Board. The Board shall establish the charge and tasks for the committee and appoint its chair and members. The President shall be an ex-officio member of all committees.

- iii) Membership Review Committee. There shall be a special committee for the review of membership expulsions or suspensions. This special committee shall consist of 5 members consisting of the President, a board appointed Trustee, 2 general Owner Members appointed by the President, and 1 Owner Member appointed by the appealing Owner Member. This special committee shall meet within 15 days of the President's receipt of the Owner Member's written appeal. This special committee shall review the expulsion or suspension and any other information as may be presented to them. The special committee shall then vote to sustain or reverse the Board's decision within 7 days.
- iv) Quorum; Manner of Acting. A majority of the number of members of any committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.
- v) Resignation. Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary, or the chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- vi) Removal of Committee Member. The Board, by resolution adopted by a majority of the Trustees in office, may remove any member of any committee elected or appointed by it.
- u) Compensation. The Trustees shall receive no monetary compensation for their service as Trustees but may receive reimbursement for expenditures incurred on behalf of the Club. Reimbursements over \$1,000 on a single invoice or receipt to Trustees must be approved by a 2/3 vote of the Board.

5) **Officers.**

- a) Number and Qualifications. The Club officers shall be a President, Vice President, Operations Chairperson, Secretary, Treasurer, Facilities Chairperson, and Membership Chairperson, each of whom shall be elected by the Board. The Club may have additional optional officers such as the Assistant Facilities Chairperson, Social Chairperson, Assistant Operations Chairperson, Swim Chairperson, Water Polo Chairperson, and a Tennis Chairperson, each of whom shall be elected by the Board. All officers must be an active Trustee. Other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- b) Election and Term of Office. Unless an officer dies, resigns, or is removed, the officer shall hold office for a 3-year term or until the officer's successor is elected, whichever is later. An officer is limited to 3 election terms so an officer may only serve for a maximum of 9 years total. The officer terms shall be staggered across a 3-year cycle.
- c) Resignation. Any officer may resign at any time by delivering written notice to the President, a Vice President, the Secretary, or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- d) Removal. Any officer or agent elected or appointed by the Board may be removed from office by the Board whenever in its judgment the best interests of the Club would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The Board requires a 2/3 vote to remove an officer or agent from an elected or appointed position.
- e) Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term.
- f) President. The President shall, subject to the Board's control, supervise and oversee all of the assets, business and affairs of the Club. The President shall preside over meetings of the Owner Members and the Board. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Club or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to the President by the Board from time to time. In the event of the death of the President or the President's inability to act, the Board shall appoint the successor to the President who shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President.
- g) Vice-President. The Vice President shall (i) preside in the absence of the President; (ii) work directly with Facilities Chairperson and Operations Chairperson to ensure the Club functions efficiently during the season and assist with team rentals and technology as needed; (iii) assist the Facility Chairperson with the capital plan and clean up weekends; (iv) assist the Operations Chairperson with scheduling and payroll oversight; (v) assist the Pool Manager and Operations Chairperson with hiring staff for each season along with scheduling in order to maintain staff coverage during business hours; and (vi) in general perform all duties incident to the office of Vice-President and such other duties as from time to time may be assigned to the Vice-President by the President or the Board.
- h) Secretary. The Secretary shall: (i) keep the minutes of meetings of the Owner Members and the Board, and minutes which may be maintained by committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records of the Club; (vi) keep records of the post office and email address of each Trustee and of the name and post office and email address of each officer; (v) may publish and mail the Club's newsletter; and (vi) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board.
- i) Treasurer. If requested by the Board, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such amount and with such surety or sureties as the Board may determine. The Treasurer shall (i) oversee the club's general finances; (ii) prepare a report for the board to review at a minimum of once a quarter; (iii) set the general budget for which the dues are determined no later than two weeks before the annual meeting; and (iv) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board. The Treasure may not be related to another Trustee or officer.
- j) Facilities Chairperson. The Facilities Chairperson shall: (i) facilitate repair and operation of the pool, building, and premises; (ii) ensure that all facilities are in good working order before the pool opens and oversee the cleanup weekends; (iii) oversee the capital repair and replacement plan; (iv) make any repairs as required through the open season of the Club; and (v) in general perform all duties incident to the office of Facilities Chairperson and such other duties as from time to time may be assigned to the Facilities Chairperson by the President or the Board.
- k) Membership Chairperson. The Membership Chairperson shall: (i) keep records of the post office and email address of each Owner Member; (ii) provide the Board with the current membership list as requested by the

Board; (iii) liaise with potential and new Owner Members; and (iv) in general perform all duties incident to the office of Membership Chairperson and such other duties as from time to time may be assigned to the Membership Chairperson by the President or the Board.

- l) Operations Chairperson. The Operations Chairperson shall: (i) order all supplies needed for the Club, including office supplies, cleaning supplies, lifeguard and first aid supplies; (ii) create contracts with outside contractors for garbage and recycling, chemicals, concessions, and cleaning; (iii) work with the manager and team reps to hire all employees; (iv) manage the Club's payment systems to ensure accuracy of pay rates, and taxes; (v) review with manager schedules for employees; (vi) ensure the bookkeeper is getting all information required for the accurate keeping of financial records; (vii) confirm that all office technology is functional; (viii) starting cash is acquired and correctly entered into the cash app before opening; (ix) responsible for the Club's backend taxes; and (x) in general perform all duties incident to the office of Operations Chairperson and such other duties as from time to time may be assigned to the Operations Chairperson by the President or the Board.
- m) Assistant Operations Chairperson. The Assistant Operations Chairperson shall in general perform all duties incident to the office of Operations Chairperson and such other duties as from time to time may be assigned to the Operations Chairperson by the President, the Operations Chairperson, or the Board. In the event of the death of the Operations Chairperson or the Operations Chairperson's inability to act, the Assistant Operations Chairperson shall be the successor to the Operations Chairperson and shall perform the duties of the Operations Chairperson, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the Operations Chairperson.
- n) Assistant Facilities Chairperson. The Assistant Facilities Chairperson shall in general perform all duties incident to the office of Assistant Facilities Chairperson and such other duties as from time to time may be assigned to the Assistant Facilities Chairperson by the President, the Facilities Chairperson, or the Board. In the event of the death of the Facilities Chairperson or the Facilities Chairperson's inability to act, the Assistant Facilities Chairperson shall be the successor to the Facilities Chairperson and shall perform the duties of the Facilities Chairperson, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the Facilities Chairperson.
- o) Socials Chairperson. The Socials Chairperson shall: (i) plan, organize, and hold functions which serve to allow the membership to gather; (ii) plan and implement the annual pig roast and National Holiday club wide events; and (iii) in general perform all duties incident to the office of Socials Chairperson and such other duties as from time to time may be assigned to the Socials Chairperson by the President or the Board.
- p) Swim Chairperson. The Swim Chairperson shall: (i) work with operations to hire a coach and assistants as deemed necessary; (ii) create and run swim registration through the Club's website; (iii) oversee all home meets; (iv) obtain or delegate someone to obtain a WA state food handler's permit; (v) coordinate with Operations on all concessions to be sold at swim meets; (vi) plan and execute a swim season including post season and ensure communication with all swim team families; and (vii) in general perform all duties incident to the office of Swim Chairperson and such other duties as from time to time may be assigned to the Swim Chairperson by the President or the Board.
- q) Tennis Chairperson. The Tennis Chairperson shall: (i) work with operations to hire a coach and assistants as deemed necessary; (ii) create and run tennis registration through the Club's website; (iii) oversee all home tennis matches; (iv) obtain or delegate someone to obtain a WA state food handler's permit; (v) coordinate with Operations on all concessions to be sold at tennis meets; (vi) plan and execute a tennis season including post season and ensure communication with all tennis team families; and (vii) in general perform all duties incident to the office of Tennis Chairperson and such other duties as from time to time may be assigned to the Tennis Chairperson by the President or the Board.

- r) Water Polo Chairperson. The Water Polo Chairperson shall: (i) work with operations to hire a coach and assistants as deemed necessary; (ii) create and run water polo registration through the Club's website; (iii) oversee all home water polo matches, obtain or delegate someone to obtain a WA state food handler's permit, coordinate with Operations on all concessions to be sold at water polo meets; (iv) plan and execute a water polo season including post season and ensure communication with all water polo team families; and (vii) in general perform all duties incident to the office of Water Polo Chairperson and such other duties as from time to time may be assigned to the Water Polo Chairperson by the President or the Board.

6) Administrative Provisions.

- a) Loans. No loans shall be contracted on behalf of the Club 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.
 - b) Loans or Extensions of Credit to Officers and Trustees. No loans shall be made and no credit shall be extended by the Club to its officers or Trustees. The Board may borrow or pledge the credit of the Club up to a limit of 50% percent of the existing net worth of the Club. For extensions of credit above 50% the Board requires the Owner Member's approval.
 - c) 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 Club shall be signed by such officer or officers, or agent or agents, of the Club and in such manner as is from time to time determined by resolution of the Board. Disbursements of \$5,000 or less require one officer's signature and disbursements of more than \$5,000 or to individuals, require two officer's signatures, excluding payroll, utilities, and insurance. No Trustee may sign a check that is made out to the Trustee or the Trustee's family member.
 - d) Books and 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 Owner Members and Board, and any minutes which may be maintained by committees of the Board; records of the name and address and class, if applicable of each Owner Member and Trustee, and of the name and post office address of each officer; and such other records as may be necessary or advisable. All books and records of the Club shall be open at any reasonable time to inspection by any Owner Member of 3 months standing or to a representative of more than 5% of the Owner Members.
 - e) Capital Expenditure Account. The Club shall maintain a capital expenditure account to maintain, repair, or replace equipment or facilities that have an expected use life of 12 months or more. The Club shall allocate not less than \$75 plus 20% of the annual membership dues to the capital expenditure account.
 - f) Financial Audit. Upon the request of a Trustee or an Owner Member, the Board shall cause the Club's books of account to be audited internally on an annual basis by a committee not to include the Treasurer, Assistant Treasurer, or signer on the account. This audit shall be completed no later than 90 days after the end of the fiscal year and shall be available to the Owner Members within 10 days upon receipt of written request.
 - g) Accounting Year. The accounting year of the Club shall be the twelve months ending October 31st.
 - h) Rules of Procedure. The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.
- 7) **Use of Terms**. In these Bylaws (a) the words "hereof", "herein", "hereto", "hereunder" and words of similar import may refer to these Bylaws as a whole and not merely to a specific section, paragraph, or clause in which the respective word appears; (b) words importing gender include the other genders as appropriate; (c)

any use of “days” shall be considered calendar days unless specifically stated otherwise; and (d) where notice is required under these Bylaws, notice shall be given pursuant to RCW 24.03A.015.

- 8) **Amendments.** The Board shall make amendments to the Bylaws to remain compliant with local, state, and federal laws by a vote of 2/3 majority of the Board. General amendments may be proposed by the Board or a committee to the Owner Members at an annual or special meeting. Such amendments shall be provided with the notice of the annual or special meeting. If an amendment is proposed by the Owner Members, 25 Owner Members shall present the amendments at a meeting. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the vote of a 2/3 of Owner Members.

The foregoing Bylaws were adopted by 2/3 of those members present at the annual membership meeting held on 1/11/2025.

Name: Nathan Swanson
Title: President