

The following are some significant changes to the current By-Laws for 2018. Please see complete By-Law changes below:

1. Senior Associates category is changed to Senior.
2. Honorary and 120 Club are now two separate categories.
3. Family Membership will now include a single adult with more than one child.
4. Couple Membership will now include a single parent with one child.
5. Honorary Membership will now include a person's extraordinary accomplishments in the game of tennis (e.g., top 100 ATP or WTA ranking), recommended by the General Manager and declared by unanimous action of the Board.
6. Senior, 120 Club and Honorary membership shall have one vote per membership.
7. Regarding election and term of office, the Board may elect as President any sitting Board member as well as any Board member whose term is expiring. A person elected to serve as a fourth-year President (that is, after his/her term has otherwise expired) shall exercise all appropriate powers of the position, except that he/she will serve as a nonvoting member, except in the event of tie.

Red strikeout words are being removed; blue words are new to the By-Laws.

By-Laws of Irvington Tennis Club

ARTICLE I – MEMBERSHIP

Section 1. Categories

Membership shall consist of the following categories:

- (a) Family
- (b) Couple
- (c) Individual
- (d) Junior
- (e) Legacy Benefit
- (f) Non-Resident
- (g) Honorary
- ~~(h)~~ 120 Club
- ~~(i)~~ Senior **Associate**
- ~~(j)~~ Associate Member
- ~~(k)~~ Social
- ~~(l)~~ Sabbatical Leave
- ~~(m)~~ Medical Leave
- ~~(n)~~ Medical Leave w/Weight Room

Section 2. Definitions

- (a) **Family Membership:** Membership shall be defined by the Board of Trustees. It typically shall be defined as a membership for **a married couple and their children under the age of 26; or a single adult with more than one child under the age of 26; or an unmarried couple sharing the same domestic**

household and their children under the age of 26. ~~husband and wife or a domestic partnership and their unmarried children under the age of 26, or a single parent with unmarried children under the age of 26.~~

1. If the marriage of a **couple in a family membership** is legally dissolved, **or the domestic partnership of an unmarried couple in a family membership is ended**, the family membership shall be awarded to one of the spouses/partners as they may agree or as the court may so order.
 2. **In case of a couple who has shared the same family membership for a minimum of 3 years**, ~~t~~The non-awarded spouse/partner may elect to obtain a individual membership ~~and may do so immediately~~ by paying one-half of the current initiation fee, appropriate dues and such other charges as the Board may establish pursuant to Section 5 of Article 1.
- (b) **Couple Membership:** A **Couple** Membership shall be defined as a membership for two persons sharing a domestic household, **including two adults or a single parent and one child**. A couple becomes a family when a child (**or second child in the case of a single parent**) reaches 3 years of age and is using any club facilities. At that time they must change to a Family Membership and pay the appropriate fees. ~~We also allow a single parent and child to be a couple.~~ **Awarding of membership in the case of dissolution of a couple's marriage or domestic relationship shall follow substantially equivalent rules as those established for Family Memberships.**
- (c) **Individual Membership:** An Individual Membership shall be defined as a membership for **a single adult for that person's individual use only. An individual membership does not entitle any other household or family member to use Club facilities.** ~~an unmarried person 18 years of age or older and not regularly attending school, as defined, or a married person whose family, including spouse and children, do not, and are not, entitled to use the Club facilities, or a single parent whose children do not, and are not, entitled to use the Club facilities.~~
- (d) **Junior Membership:** A Junior Membership shall be defined as a membership for a person between the ages of 9 and 18, inclusive, or if regularly attending school as herein above defined, age 21 inclusive, an whose parent is not a Club member. Juniors must be a minimum of 9 years of age to apply for a Junior Membership.
- (e) **Legacy Benefit:** A Legacy shall be defined as those persons previously accorded a Family Membership by reason of being a child under the age of 26 or a Junior Member. A person who was previously on a family membership must elect to independently apply for legacy membership no later than his/her 36th birthday. A person who previously had a junior membership must elect to apply for legacy membership within 10 years of their junior membership resignation. Both groups shall pay one-half the initiation fee and other such dues, charges, and assessments as the Board may establish. The Legacy designation is a one-time benefit. If, after accepting as a Legacy, the member does a member status change (individual to couple or couple to family) they must follow the regular rules as outlined under member Category Change under the Tennis Rules and Information.

For Legacy applicants that were part of a family membership and the membership is still active, upon membership approval, that member will go to the top of the wait list.

For Legacy applicants that were part of a family membership and the family membership has been terminated, the applicant may still apply as a Legacy if the date of termination was within five (5) years prior to the date of application. In this case, upon membership approval, the applicant will go to the bottom of the Associate Member wait list.

For Legacy applicants that had a junior membership, the junior membership had to be active for at least five (5) years prior to termination. Additionally, the date of the termination has to be within ten (10) years prior to the date of the application. In this case, upon membership approval, the applicant will go to the bottom of the Associate Member wait list.

If a Legacy applicant declines membership upon their first invitation, they drop 25 spaces. If they decline a second time, they may drop to the bottom of the wait list. If they decline a third time, they are dropped from the wait list and forfeit their non-refundable deposit.

- (f) **Non-Resident Membership:** A Non-Resident Membership shall be defined as a membership for a person with a current membership in good standing and whose principle place of residence and business is at all times more than 75 miles from the Portland city limits. If a Non-Resident member moves back to town, such a member may be reinstated. If there is a waiting list they will be placed at the top.
- (g) **Honorary Membership:** An Honorary Membership shall be defined as a membership for a person ~~with a current membership in good standing or who has had a membership in the past and~~ who, by reason of such person's extraordinary service to the Club **or extraordinary accomplishment in the game of tennis (e.g. top 100 ATP or WTA ranking), is recommended by the General Manager and;** ~~or of such person's membership in the "120" Club (age plus membership years equals 120 or more),~~ is declared by unanimous action of the Board to be an honorary member. Such members ~~are is~~ assessed "user fees only and not monthly dues.
- (h) **120 Club Membership:** ~~A 120 Club Membership is available to any person whose age plus membership years equals 120 or more. Such members are assessed "user" fees only and not monthly dues.~~
- ~~(g)~~(i) **Senior Associate Membership:** A Senior ~~Associate~~ Membership is a **non-voting** membership for a member in good standing at least **65** years of age. **In order to be eligible for a Senior Associate Membership, full membership at the Irvington Club for a minimum of five years is required.** A Senior ~~Associate~~ member may play **up to eight times a month per membership;** four times during prime time and four times during non- prime time. Senior ~~Associate~~ Memberships will be counted separately and will not be included in the official membership count.
- ~~(h)~~(i) **Associate Membership:** An Associate Membership is offered to the top 25 persons on the waiting list. The person is required to pay a \$600.00 deposit to get on the waiting list and is then required to pay such dues, charges and assessments as the Board may establish, pursuant to Section 5, until that person becomes an active member.
- ~~(i)~~(k) **Social Membership:** A Social Membership shall be defined as a non-voting membership for persons with a current membership in good standing with a minimum duration of 5 years. A Social Membership is a limited membership with privileges as defined by the Board of Trustees. Use of the tennis courts, pool, and weight room are specifically excluded. Monthly dues will be assessed at a reduced rate. Once a Social Membership is selected, a return to full membership would require payment of an initiation fee at the current rate. Social Memberships will be counted separately and will not be included in the official membership count.
- ~~(j)~~(l) **Sabbatical Leave:** To be eligible for a Sabbatical Leave, a member must be geographically removed from the area and/or unable to use the Club due to a hardship. A request for leave must be in writing and presented to the Board at least one month prior to the commencement of the leave. Leaves may be

approved for a minimum of 6 months. A monthly fee is required during the leave period. At the end of an approved leave, the member must request to return to their former membership status. If there is a waiting list at that time, they will be placed at the top of the waiting list. Each membership will be limited to two (2) Sabbatical Leaves.

~~(k)~~(m) **Medical Leave:** All medical leaves require written verification of an injury or illness from a physician. Medical Leaves require one month's notice. Medical Leaves may be approved for a minimum of 6 months. A monthly fee is required during the leave period. At the end of an approved leave, the member will resume full Club membership. If there is a waiting list the member will be placed at the top of the waiting list. A member on Medical Leave may, with the consent of the Board, continue to utilize the weight room for an additional monthly fee. The member is subject to all other conditions related to medical leave. The weight room privilege has a duration of no longer than 12 months and a maximum of 5 members on medical leave will be permitted weight room privileges.

Returning Members: Former Club members wishing to rejoin the Club will be moved to the top of the waiting list and will pay the appropriate initiation fee and other such dues, charges and assessments as the Board may establish pursuant to Section 5 of Article 1. This does not apply to children who were part of a family membership. Refer to Legacy Membership.

Section 3. Application

An application for membership shall be signed by the applicant. The application shall give such personal information concerning applicant as may be desirable and appropriate in relation to the membership sought. The applicant's parents shall sign application of junior members.

Upon approval by the Board, payment of the appropriate fees, dues and such other charges as the Board may establish, and execution of the registration form, a new member shall be entitled to the privileges of the Club hereinafter set forth.

The registration form shall, by name and date of birth, identify those individuals authorized to use the Club facilities. If an individual is not registered, such individual shall not be entitled to the privileges accorded to a member. The responsibility to execute, and keep current, the registration form shall be on each member.

All membership application proceedings of the Board or any part thereof, shall be privileged and confidential.

Section 4. Privileges

One vote per membership will be allowed for each Family, Couple, ~~and~~ Individual, Senior, 120 Club, and Honorary membership.

The Board shall adopt rules, which shall set forth the privileges accorded to each membership. The rules shall govern the use and exercise of such privileges. A copy of the rules shall be given to each member. The Board may amend the rules from time to time, as it deems appropriate, which amendment shall be effective 30 days after communication of such change, including posting on the Club bulletin board.

Section 5. Initiation Fees, Dues and Other Charges

Initiation fees, monthly dues, and any other charges, will be at the sole discretion of the Board to determine to be appropriate. If the Board shall make a change thereto, a copy of the new schedule shall be posted on the Club bulletin board. No change shall be effective until the Board has posted the new schedule for at least 30 days from the date of the adoption of the change.

The Board shall have the power to waive, remit, or otherwise change or suspend the initiation fees, dues, or other charges if the Board feels that to do so would be in the best interest of the Club. If such special consideration is given, the reason therefore shall be recited in the minutes at which such special consideration is adopted.

The Board shall establish a policy for the collection of payments and dues and for the suspension and/or termination of membership for non-payment of fees. At least 30 days notice shall be given to members prior to their membership being suspended or terminated.

A member may resign at any time by submitting a written resignation 30 days prior to date of desired resignation to the Board. Resignation of membership shall not discharge any debt owed to the Club by the resigning member.

Section 6. Termination of Membership

The Board shall have the right to terminate and forfeit the membership of any member for cause. The termination and forfeiture of a membership for cause by the Board shall not be construed as a waiver by the Board of any indebtedness owed by the member to the Club. A membership shall not be terminated and forfeited unless a written notice has been mailed to the member at the member's last known address, which notice shall clearly set forth therein the reason for the termination and forfeiture of membership.

The member so notified shall have 30 days from the postmark date of the mailing within which to petition the Board for a hearing on the reasons set forth therein. If a hearing is requested, the privileges of membership shall remain in effect until a hearing is had and a decision by the Board rendered. If a hearing is not requested, the privilege shall automatically terminate, without further notice, 35 days after the postmark date of the mailing.

Section 7. The Board shall from time to time adopt a policy schedule limiting the number of memberships in the various categories. Memberships may be declared "Closed" at any time and waiting lists established from which applicants might be selected at the discretion of the Board.

No applicant shall be entitled to a prior right of admission to membership by reason of the applicant's place on the waiting list. The Board shall have the right to change the membership categories as it determines to be in the best interest of the Club.

ARTICLE II – BOARD OF TRUSTEES

Section 1. General Powers

Its Board of Trustees shall manage the affairs of the Club. Trustees shall be Club members in good standing.

The Board shall have responsibility for the management of the Club grounds, properties, building and all its affairs, and shall constitute its governing body, and shall have power in all matters affecting its finances, discipline and harmony. The Board shall prescribe such rules and regulations as may from time to time be found necessary or convenient to the accomplishment of the Club's end and purposes.

The Board shall hire and oversee a General Manager who shall manage the day-to-day operations of the club.

The Board shall review annually the following practices as defined by the General Manager: Job requirements and descriptions, pay scales, staffing levels, and any other items of interest to the Board relating to club operations. The Board shall have the authority to exercise oversight and make recommendations to the General Manager on items pertaining to the overall operations of the club.

The Board shall adopt a policy under which the various facilities and properties of the Club may be rented by persons and organizations. A schedule of fees, dues and other charges shall be established and may be changed by the Board from time to time.

The Board shall also fix the standards, terms and conditions of rental, and may delegate to any Board member or officer or to the General Manager supervision over and responsibility for assuming proper use of the facilities and properties.

Section 2. Number, Tenure and Qualifications

The number of elected Trustees shall be nine (9) or such other number, not less than one (1), as the voting membership may from time to time establish. Each Trustee shall hold office for a three-year term, and until his or her successor shall have been elected and qualified at an annual meeting of the membership. The immediate past President shall continue as a trustee for one (1) year after the completion of the term as President. If this is a 4th year, the position will be non-voting. ~~The President may choose to extend their term of office from one to two years without being required to be re-elected.~~

Such election shall be by ballot closed at least seven (7) days prior to the annual meeting at which time three (3) Trustees, or such other number as the membership may from time to time establish, shall be elected for a three-year term each.

Section 3. Trustee Meetings

An annual meeting of the Board shall be held at the Club immediately prior to the annual meeting of the membership. Regular meetings of the Board shall be held monthly at the Club at such day and time as the Board may from time to time determine.

Special meetings of the Board may be called by or at the request of the President or any three Trustees at such place and time as a majority of the Board may agree. As soon as reasonably practicable prior to any meeting, notice thereof, together with the agenda thereof where appropriate, shall be given to all Trustees and the membership by posting the same on the Club bulletin board.

All meetings shall be open to the membership. The Board may, however, adjourn to executive session any time that the Board may from time to time deem appropriate. Any Trustee may waive notice of any meeting.

The attendance of a Trustee at any 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. The business to be transacted at, or the purpose of, any regular or special meeting of the Board shall be specified in the notice or waiver of notice of such meeting.

Section 4. Quorum

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5. Manner of Acting

The act of a majority of the Board present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these By-Laws.

Section 6. Vacancies

Any vacancy occurring on the Board and any Trustee position to be filled by reason of an increase in the number thereof, shall be filled by the Board as soon as reasonably practicable. A Trustee elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

Section 7. Compensation

A Trustee shall act voluntarily and without pay.

Section 8. Informal Action by Board

Any action, which may be taken at a meeting of the Board, may be taken via email, if consent is in writing **and all Board members are included and given an opportunity to vote**. Actions taken by the Board via email shall not be in lieu of the annual or regular Board meetings.

Section 9. Indemnification

Each Trustee or Officer now or hereafter serving the Club and each person who at the request of or on behalf of the Club is now serving or hereinafter serves as a Trustee or Officer, and the respective heirs and personal representatives of each of them, shall be indemnified by the Club to the fullest extent provided by law against all costs, expenses, judgments, and liabilities, including attorney fees, reasonably incurred by or imposed upon such person is or may be made a party by reason of such person's being or having been a Trustee or Officer, whether or not such person is a Trustee or Officer at the time of incurring such costs, expenses, judgments, and liabilities; provided, however, that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interest of the Club.

The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Club. The foregoing right of indemnification shall not be exclusive of other rights to which such Trustee or Officer may be entitled as a matter of law.

The Board of Trustees may obtain insurance on behalf of any person who is or was a Trustee, Officer, employee, or agent, against any liability arising out of the person's status as such, whether or not the Club would have power to indemnify such person against such liability.

ARTICLE III – OFFICERS

Section 1. Officers

The Officers of the Club shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board), a Secretary, a Treasurer and such other officers as may be elected in accordance with provisions of the Article. The Board may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time, by the Board. The same person, except the offices of President and Secretary, may hold any two or more offices.

Section 2. Election and Term of Office

The Board at its annual meeting shall elect the Officers of the Club annually. If the election of Officers shall not be held at such meetings, such election shall be held as soon thereafter as practical. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified. **The Board may elect as President any sitting Board member as well as any Board member whose term is expiring. A person elected to serve as a fourth-year President (that is, after his/her term has otherwise expired) shall exercise all appropriate powers of the position, except that he/she will serve as a non-voting member, except in the event of tie.**

Section 3. Removal

Any Officer elected by the Board may be removed whenever its judgment best fits the interest of the Club, but such removal shall be without prejudice to the contract right, if any, of the Officer so removed.

Section 4. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board for the unexpired portion of the term as soon as reasonably practical.

Section 5. President

The President shall be the principal executive officer of the Club and shall in general, supervise and control all of the business and affairs of the Club. The President shall preside at all meetings of the members and of the Board; he/she may sign, with the Secretary or any other proper Officer of the Club authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-Laws or by statute to some other Officer or agent of the Club; and in general, shall perform all duties incident to the office of President and such other duties as may prescribed by the Board from time to time.

Section 6. Vice President

In the absence of the President or in the event of **his his or her** inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of President, and when so acting, shall have all powers of and be subject to all the restrictions upon the President. A Vice President shall perform such duties as from time to time may be assigned by the President or by the Board.

Section 7. Treasurer

The Treasurer shall perform all duties incident to the office of the Treasurer and the Board may assign other duties from time to time. The Treasurer shall review and report to the Board on a monthly basis the financial condition of the Club. The Treasurer will also serve as Chair of the Finance and Audit Committee.

Section 8. Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or so required by law, and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President of the Board.

ARTICLE IV – MEMBERSHIP MEETINGS

Section 1. There shall be an annual meeting of the members of the Club during the month of February in each year.

Section 2. Fifteen members shall constitute a quorum at a meeting of the membership for the transaction of business at all regular or special meetings of the members of the Club. If a quorum is not present at any meeting, the presiding Officer may adjourn said meeting to a date not more than thirty (30) days distant.

The names of Board nominees recommended by the Governance Committee shall be posted on the bulletin board by the December 15th preceding the annual membership meeting.

In addition to the foregoing method of nomination, any names shall be added to the list of nominees upon petition of 40 signatures of persons that are entitled to vote at the annual meeting and which petition is filed with the Club's office by January 7th.

Section 3. No member of the Club, whose membership is in suspension, shall be entitled to vote for election of Officers, any issues put before the Club, or at any meeting of the membership.

Section 4. All meetings of the membership of the Club shall be held at the Club in the City of Portland, Oregon. All membership meetings shall be governed by Roberts Rules of Order. The order of business at all membership meetings shall be as follows:

- (a) Reports of Officers
- (b) Reports of Committees
- (c) Miscellaneous Business
- (d) Executive session as required

Section 5. Special meetings of the members shall be at the call of the Board of Trustees and a special meeting must be called upon the request in writing of fifteen members. Not less than twenty-one ~~days-notice~~ **days'** **notice** by mail shall be given at the time of special meeting of the members.

ARTICLE V – COMMITTEES

Section 1. Committees of Trustees

The Board, by resolution adopted by a majority of Trustees, may designate one or more standing committees. Appointment of committee members and composition of each committee will be in compliance with the committee's charter. However, one (1) or more Trustees will be appointed to each committee by the Board. Every committee within the scope of its charter will exercise the authority of the Board in the management of the club. The delegation of authority to a committee shall not relieve the Board, or any individual Trustee, of any responsibility imposed by law.

Section 2. Term of Office

Each member of a committee shall continue until the next annual membership meeting and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Chairperson

One member of each committee shall be appointed chairperson by the members thereof unless the President shall have appointed a chairperson.

Section 4. Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointment.

Section 5. Quorum

Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6. Rules

Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

Section 7. Composition and Purpose of Committees

- a) **Board Development and Governance Committee.** The Board Development and Governance Committee will be comprised of the Board President, two **additional** Board members ~~from different~~ **years** and the General Manager. The members and the Chair of the Committee will be appointed

annually by the President and may be replaced or removed by the President or the Board of Trustees. The purpose of this Committee is to recommend to the Board the establishment and administration of sound principles and practices of governance for the Club along with monitoring and reviewing the development of these principles and practices. The Board Development and Governance Committee will identify and nominate six (6) Club members to run for the Board. Club members will vote for three (3) nominees who are willing to serve as Trustees for a term of three (3) years.

- (b) **Finance and Audit Committee.** The Finance and Audit Committee will be comprised of at least three members. The Treasurer will be the Chair of the Committee. The General Manager and one additional Board Members will serve on the Committee, which will be appointed annually and may be replaced or removed by the President or the Board of Trustees. The purpose of this Committee is to oversee the accounting policies, processes and controls, while monitoring the overall financial condition of the Club.
- (c) **Tennis Committee.** The Tennis Committee will be comprised of one Board member who will chair the Committee, the past Chair of the Tennis Committee, the Tennis Director, Co-Tennis Director, and four people that will be appointed by the Board, who may or may not be Board members. The four appointed Committee members will serve “up to” two-year terms. For the first year, Committee member’s tenure will be staggered in either 1 or 2 year terms. Voting members are the Chair and appointed members. The Chair will assign a committee member to take the minutes. The Chair will report the minutes at the monthly Board meetings. The purpose of the Committee is to provide advice and ensure Club member access to the Board and the Tennis Director **regarding tennis related issues**. The Committee will also advise and provide input for all tennis programs.
- (d) **Buildings and Grounds Committee.** The Buildings and Grounds Committee is comprised of two Board members, two Irvington Club members and the General Manager. The Board members will be appointed annually by the President and one shall serve as Chair. The club members will be appointed by the Chair of the Committee and will serve two year staggered terms. The purpose of this committee is to play a lead role in the planning and execution of projects designed to protect and improve club facilities and outdoor areas. The Committee shall meet monthly or as determined by the committee Chair.
- (e) **Oregon Tennis Historical Committee.** The Oregon Tennis Historical Committee will be comprised of the Chair, who will be appointed by the President of the Board, one Board member who may or may not be the Chair, the General Manager, and two other members appointed by the Chair. The purpose of this committee is to collect, prepare, and preserve information concerning the history of tennis in the State of Oregon and the Irvington Club. The committee will meet twice annually or as determined by the Chair. The Chair shall report to the Board annually.

ARTICLE VI – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts

The Board may authorize any Officer or Officers, agent or agents of the corporation, in addition to the Officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc.

All checks, drafts or 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, agent or agents of the Club and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the

Board, such instruments shall be signed by the Treasurer and counter signed by the President or a Vice President of the Club.

Section 3. Deposits

All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, trust companies or other depositories as the Board may select.

Section 4. Gifts

The Board may accept on behalf of the Club any contribution, gift, bequest, or device for the general purpose or for any special purpose of the Club.

ARTICLE VII – BOOKS AND RECORDS

The Club shall keep current and complete books and records of accounts and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Trustees and Officers.

ARTICLE VIII – NOTICES

Section 1. Wherever notices to Officers or members are hereby provided for, publication of the notice in any Club newsletter published by the Club and circulating among its membership and posting the same on the Club bulletin board shall be sufficient notice.

Section 2. Whenever any notice is required to be given under the provisions of the Oregon Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the By-Laws of the Club, 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.

ARTICLE IX – AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the Board present at any regular meeting or at any special meeting, if at least seven (7) days prior written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting, and which notice shall specify the proposed action.

ARTICLE X – CLUB COLORS AND EMBLEM

The Club colors shall be white and green. The emblem is as follows:



ARTICLE XI – NON-PROFIT STATUS EFFECTIVE DISSOLUTION

Section 1. Upon the dissolution of the Club, the Board shall, after paying or making provisions for the payment of all of the liabilities of the Club, dispose of all of the assets of the Club exclusively for the purpose of the Club in such manner, or to such organization or organizations organized and operated exclusively for charitable or educational purposes which shall at the time qualify as an exempt organization or organizations under 501(c)(7) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of Multnomah County, Oregon, exclusively for such purposes or to such organization or organizations as said court shall determine to be organized and operated exclusively for such purposes.

ARTICLE XII – MISCELLANEOUS

Section 1. The principal office of the Club shall be located at 2131 NE Thompson Street, Portland, Oregon 97212. The Club may have such other offices as the Board may determine or as the affairs of the Club may require from time to time.

Section 2. The Club shall have and continuously maintain a registered office and a registered agent as required by the Oregon Non-Profit Corporation Act.

Section 3. In construing these By-Laws and whenever the context so requires, the singular includes the plural, the plural includes the singular and the masculine includes the feminine and neuter.