



BYLAWS

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ARTICLE I
ORGANIZATION

Section 1 - Name and Corporate Purpose

The Marin Tennis Club (the "Club"), is a California nonprofit corporation organized under Section 501 (c) (7) of the Internal Revenue Service code, exclusively for social, recreational and educational purposes, namely a family tennis club. It is not organized to produce pecuniary profit for the Club or any of its Members. The Club shall have the authority to engage in all activities within the limitations imposed in its Articles of Incorporation ("Articles") or in these Bylaws.

Section 2 - Office

The headquarters of the Club shall be at 925 Belle Avenue, San Rafael, County of Marin, in the State of California.

Section 3 - Members' Agreement

By accepting Membership in the Club, a Member ratifies all prior acts of the Officers and the Board, and agrees to be bound by all rules and regulations of the Club and all terms and provisions of these Bylaws. All Members are required to sign a statement specifically agreeing to the Assumption of Risk and Waiver of Liability provisions set forth in Section 3 of Article VIII.

Section 4 - Authority and Control of the Club

The authority to operate and control over the affairs of the Club shall be vested in its Members. The Members shall exercise this authority by nominating and electing Directors, and by retaining the ability to amend these Bylaws and to take other actions as described herein.

Section 5 - Board of Directors

The business, affairs and operations of the Club shall be overseen by its Board of Directors (the "Board"). The Board shall set policies and make decisions regarding the operations and expenditures of the Club. The Board shall have the power and duty to appoint such agents, engage such professionals and employ such employees as it deems necessary to assist in the operation of the Club, to define and fix their duties, and to establish and adjust their compensation. The Board also shall have the power and authority to bring and defend legal actions in the best interests of the Club, including negotiating, settling or otherwise disposing of disputes and litigation.

ARTICLE II

MEMBERSHIP CATEGORIES

Section 1 - Single Memberships

An individual who has attained the age of twenty-one years who will be the only member of his or her household using club facilities is eligible for selection as a Single Member.

Section 2 - Family Memberships

Married couples, domestic partners sharing a domicile, or heads of household with one or more junior children, shall be eligible for selection as Family Members. Junior children of Family Members shall be included in the Membership and shall be subject to whatever restrictions or prohibitions relating to junior children as are set by the Board. Junior children shall mean unmarried children of the holders of a Family Membership who are under twenty-six years of age.

Section 3 - Honorary Memberships

The Board may, from time to time, upon such terms and conditions as the Board may prescribe, grant Honorary Memberships to persons who, in the determination of the Board, are deserving of such an honor because of meritorious service to the Club or to the advancement of the game of tennis. An Honorary Membership may be terminated by the Board at any time.

Section 4 - Other Memberships

The Board may, from time to time, establish additional categories of Membership, subject to whatever terms, conditions and dues as are prescribed by the Board. The Board may modify or terminate any category of Membership it establishes under this section.

ARTICLE III

SELECTION OF MEMBERS

Section 1 - Open Membership

Membership in the Club is open to all persons without regard to age, sex, color, race, sexual orientation, creed, national origin, religious persuasion, marital status, political belief or disability.

Section 2 - Membership Applications

Applications for Single and Family Memberships shall be made in writing in such form and manner as prescribed by the Board. The applications shall be signed by the applicant and shall contain a statement that the applicant has read these Bylaws and agrees, upon acceptance of the

application, to be bound by all provisions of the Articles and Bylaws of the Club and to obey and comply with all rules and regulations of the Club.

Section 3 - Approval by the Board

The Board shall have the authority to grant or decline Membership to any applicant, except that it shall not reject an applicant for reasons of age, sex, color, race, sexual orientation, creed, national origin, religious persuasion, marital status, political belief or disability.

Section 4 - Limitation of Memberships

The Board may limit the number of Memberships.

ARTICLE IV

SUSPENSION, REINSTATEMENT, RESIGNATION, EXPULSION AND TERMINATION OF MEMBERS

Section 1 - Suspension

Any Member who is in arrears in the payment of any obligation owed to the Club may, at the discretion of the Board, be suspended. Members so suspended shall not, unless and until reinstated, have any of the privileges of the Club or access to or use of the Club's facilities, or be entitled to vote or to hold office. Members so suspended shall, nevertheless, be required to pay all obligations accrued at the time of suspension, and all dues, assessments or other obligations accruing after suspension.

Section 2 - Reinstatement

Suspended Members desiring reinstatement shall apply for reinstatement in writing, and pay in full all amounts due to the Club.

Section 3 - Enforcement

The Board shall have the authority to cause the name of any delinquent Member to be posted, and to take whatever steps it deems appropriate to secure the prompt payment of all amounts owed to the Club.

Section 4 - Resignation

A member may resign from the Club after giving at least two (2) calendar months written notice to the Club, provided that the resigning Member has paid all obligations owed to the Club, including dues through the effective date of resignation. The Board may, from time to time, lengthen or shorten the notice period required for resignations.

Section 5 - Expulsion

Any Member who is found by the Board: (i) to have acted in a manner inimical to the best interests of the Club, (ii) to have acted in a manner intended to diminish the quality or value of the Club, (iii) to have failed to comply with the rules and regulations of the Club, or (iv) to have failed for a period of four months or longer to pay all amounts owed the Club, may be expelled from Membership. The decision to expel any Member shall require a quorum of Directors present and upon a vote of at least seventy-five percent (75%) of the Directors present and voting at the meeting at which the matter is considered. The Member being considered for expulsion shall be given at least five days' (5-days) written notice of the meeting at which the expulsion will be considered. The notice shall be given pursuant to Article XX, Section 3.

Section 6 - Death

Upon the death of a Member holding a Family Membership, the surviving adult holder of the Membership shall be given the opportunity to continue the Family Membership or to convert it to a Single Membership. Upon the death of a Member holding any other category of Membership, the Membership shall terminate at the end of the month in which the member dies.

ARTICLE V

INITIATION FEES, DUES AND FOOD MINIMUM PAYMENTS

Section 1 - Initiation Fees and Capital Improvement Fees

Memberships shall be sold by the Club for the Initiation Fee. The Board may also include, in its discretion, an additional Capital Improvement Fee to be included in the membership cost. The Initiation Fee and the Capital Improvement Fee, if any, shall be in such amount as shall be determined, from time to time, by the Board, in its sole discretion.

Section 2 - Dues and Food Minimum Payments

Each Member shall be required to pay monthly dues and food minimum payments, commencing the month in which the Member joins the Club. The dues and food minimums shall be in such amount as shall be determined, from time to time, by the Board.

Section 3 - Honorary Members

The Board shall have the discretion, upon such terms and conditions as the Board may impose, to exempt Honorary Members from the requirements of this Article.

ARTICLE VI
ASSESSMENTS

Section 1 - Assessments

The Board may, at its discretion with a quorum of Directors present, and upon a vote of at least seventy-five percent (75%) of the Directors present and voting at the meeting at which the matter is considered, levy assessments on the Members. Assessments levied by the Board shall not be greater than an amount equal to one month's dues in anyone calendar year for that category of Membership. Assessments greater than the above-mentioned amounts shall not be levied without the approval of a majority of the Voting Members voting at a meeting in which a quorum of Members is present or by written consent of a majority of all Voting Members.

Section 2 - Equality of Assessment

Any assessment shall be on the same terms and in the same amounts for all Members holding the same class of Membership.

Section 3 - Authority to Collect

The Board is authorized to collect all assessments according to the terms upon which they have been levied. The failure to pay an assessment shall have the same effect as failure to pay any other amount owed by a Member.

Section 4 - Honorary Members

The Board shall have the discretion, upon such terms and conditions as the Board may impose, to exempt Honorary Members from the requirements of this Article.

ARTICLE VII
TRANSFER OF MEMBERSHIPS

Section 1 - Non-Transferability

Memberships are not transferable except as provided in this Article.

Section 2 - Transfer of Memberships to the Club

The death, resignation or expulsion of a Single Member, or both adults holding a Family Membership, or of the adult Member in a Family Membership comprising one adult and one or more junior children, shall constitute a transfer of that Membership to the Club.

Section 3 - Repayment of Refundable Memberships

Repayment of refundable Memberships shall occur only upon a transfer of the refundable Membership to the Club, as set forth in Section 2 of this Article. No such repayments shall be made upon conversion from one Membership category to another. The amount to be paid to the holder of a refundable Membership upon transfer to the Club shall be:

- A. For refundable Family Memberships, the greater of: (i) \$2,000; or (ii) the current Initiation Fee for Family Memberships less \$600.
- B. For refundable Single Memberships, the greater of: (i) \$1,000; or (ii) the current Initiation Fee for Single Memberships less \$300. However, if a Single Member with a refundable Membership previously converted from a refundable Family Membership to a Single Membership, the Member shall be paid the amount set forth in subparagraph A above.

Repayment of a refundable Membership shall be subject to a determination by the Board that adequate funds are available to make the repayment. The repayment of refundable Membership shall not include the then current Capital Improvement Fee, if any.

The Club may deduct from any amounts owed to a Member whose Membership is being transferred to the Club pursuant to this Article all sums owed to the Club by that Member, plus interest thereon at the legal rate and all costs and expenses incurred by the Club in collecting or attempting to collect such sums.

ARTICLE VIII

PRIVILEGES AND OBLIGATIONS OF MEMBERSHIP

Section 1 - Court and Facilities Privileges

All Members of the Club, including junior children of Family Members ("Juniors"), shall be entitled to use the tennis courts and the other facilities of the Club subject to the rules and regulations adopted or approved from time to time by the Board. These rules and regulations may impose reasonable prohibitions or restrictions on the use of certain Club facilities by Juniors.

Section 2 -Non-Liability of Members

Except as set forth in Section 2 of Article XVIII, no Member of the Club shall be personally liable for any liability, indebtedness or obligation of the Club, however created.

Section 3 - Assumption of Risks and Waiver of Liability

All Members acknowledge that they understand that participation in the activities of the Marin Tennis Club involves inherent risks which may cause personal injury, sickness, disease, death,

property damage or other loss. As a condition of Membership, each Member accepts and assumes complete responsibility for for all such risks. All Members, including both adult holders of Family Memberships and junior children of Members (all of the foregoing are collectively referred to herein as "Releasing Members"), as a condition of Membership, waive any and all claims they may have, now or in the future, against the Club or any of its Members, Directors, Officers, volunteers, employees, agents or representatives, for any and all personal injury, sickness, disease, death, property damage or other loss arising out of or in connection with their Membership in the Club, their use of Club facilities, or their participation in Club activities, notwithstanding that the same may have been contributed to or caused by negligent, careless or reckless acts or omissions of the Club or its Members, Directors, Officers, volunteers, employees, agents or representatives. Each Releasing Member, as a condition of Membership, releases the Club and all of its Members, Directors, Officers, volunteers, employees, agents or representatives from and against all demands, claims, actions, damages, costs and expenses, with respect to any injury, sickness, disease, death, property damage or other loss, whether such claim arises by contract, by tort, in equity or by reason of breach of a legal or statutory duty, arising out of or in connection with their Membership in the Club, their use of Club facilities, or their participation in Club activities, notwithstanding that the same may have been contributed to or caused by negligent, careless or reckless acts or omissions of the Club or its Members, Directors, Officers, volunteers, employees, agents or representatives.

Section 4 – Divorce, Legal Separation or Termination of Family Members

Upon divorce, legal separation (as referenced in the California Family Code) or termination of a domestic partnership (as referenced in the California Family Code) of holders of a Family Membership, the adult holders of a Family Membership shall, within 90-days of the date of the divorce or separation, exercise one of the options described below. Conversion fees (if any) and the treatment of any refundable Membership will be governed by Board policy on those matters at the time the option is elected. The options are: (a) Convert the Family Membership to a Single Membership, with one of the two holders of said Family Membership resigning; (b) Have one holder of the Family Membership retain the Family Membership and the other holder remain as a Single Member; (c) Convert the Family Membership into two Single Memberships.

The holders of the Family Membership shall state the option selected, in writing, to the Board. Failure of the holders of said Family Membership to state an option within the ninety (90) day time period shall, if the Board in its sole discretion so determines, have the effect of the resignation of both holders of the Family Membership.

Section 5 - Death of a Family Member

Upon the death of a Family Member, the surviving spouse or domestic partner shall have the option to retain the Family Membership without payment of any conversion fee. If no Junior qualifying for use of the Family Membership resides in the surviving spouse's or domestic partner's household, the Family Membership shall be converted to a Single Membership and no conversion fee shall be imposed.

Section 6 - Marriage or Emancipation of Family Members

Upon marriage or upon reaching age 26, a member of the household of a Family Membership shall, upon filing an application for Membership, receive preferential rights for consideration as a Member in the event there is then a waiting list in the Membership classification selected by that person.

Section 7 - Other Situations

The Board has the discretion to permit conversions, and to waive conversion fees, subject to such terms and conditions as may be imposed by the Board, in situations not specifically covered by these Bylaws.

ARTICLE IX

VOTING BY MEMBERS

Section 1 - Voting Privileges

Each active Single and Family Membership ("Voting Membership") shall be entitled to one vote. No other Members shall be entitled to vote. There shall be no cumulative voting.

Section 2 - Allocation of Votes in Family Memberships

Co-holders of a Family Membership may cast one vote, either acting jointly or by one of the holders casting the Membership's vote.

Section 3 - Proxies

Voting Members may grant proxies to other Voting Members for the purpose of voting at any meeting of the Members or for giving written consent to any proposal presented to the Members for action with or without a meeting. Proxies shall be in a form determined by the Secretary and made available to the Voting Members. All proxies shall be submitted to the Secretary at least 24 hours prior to the meeting of the Members, or 24 hours prior to the deadline for receipt of written consent to any proposal presented to the Members for action.

Section 4 - Written Consents

Matters may be submitted to the Voting Members for action without a meeting by written consent by giving notice pursuant to Article XX. Such notice shall be governed by procedures adopted by the Board, provided that at least fourteen (14) days shall elapse between the date of the notice setting forth the proposal to be voted upon, and the deadline for receipt of such written consents. If, before the deadline set for the receipt of the written consent, twenty percent (20%) of the Voting Members request a special meeting, in writing, a special meeting of the members will be called to address the matter. Such special meeting shall be held in accordance with

Article X. Except as otherwise required in these Bylaws, actions of the Members without a meeting by written consent shall require the consent of a majority of all Voting Members.

ARTICLE X

MEETINGS OF THE MEMBERSHIP

Section 1 - Annual Membership Meetings

An Annual Meeting of the Members shall be held each calendar year. At this meeting, Directors shall be elected, and reports of the President and Treasurer shall be presented. Any other business of the Membership may be transacted at the Annual Meeting, provided that the item of business is included in the notice of the meeting. The Secretary shall include in the notice of the meeting all items of business that any Voting Member makes a timely request to be included in the notice.

Section 2 - Special Meetings

Special Meetings of the Members may be noticed by the Board or upon the written request of twenty percent (20%) of the Voting Members filed with the Secretary. Special Meetings shall address only the item or items of business specified in the notice of the meeting.

Section 3 - Notices

Written notice of Meetings of the Members shall be given to each Voting Member at least fourteen (14) days before the date of the meeting pursuant to Article XX.

Section 4 - Quorum

Twenty percent (20%) of the Voting Members present in person or represented by proxy shall constitute a quorum for the transaction of business at any meeting of the Members.

Section 5 - Adjourning Meetings

A majority of Members present at any meeting of the Membership, whether a quorum is present or not, may elect to adjourn the meeting to such other time and place as such majority selects. Notice of the adjourned meeting shall be given to all Voting Members pursuant to Section 3 of this Article.

Section 6 - Robert's Rules of Order

The procedure of all meetings of Members shall be governed by Robert's Rules of Order.

Section 7 - Place of Meetings

Meetings of Members shall be held at a location convenient to the Voting Members determined by the Board, or, in the case of an adjourned meeting pursuant to Section 5 of this Article, determined by the majority.

Section 8 - Minutes

The Secretary shall prepare minutes of each meeting of the Members. The outgoing Secretary shall prepare the minutes of the Annual Meeting. The minutes shall be posted on the Club bulletin board or otherwise made available to all Members promptly after the meeting.

ARTICLE XI

BOARD OF DIRECTORS

Section 1 - Function and Composition

The affairs of the Club shall be managed by a Board of Directors comprised of nine (9) Members.

Section 2 - Term of Office

Directors shall hold office for a term of three years, and the terms shall be staggered so that three Directors are elected at each Annual Membership Meeting. Incumbent Directors may be nominated for reelection. A Director may serve a maximum of six (6) consecutive years, but may be elected again after leaving the Board for at least one (1) year.

Section 3 - Compensation

The Directors of the Club shall serve without compensation.

ARTICLE XII

NOMINATION AND ELECTION OF DIRECTORS

Section 1 - Nominating Committee

Not less than sixty (60) days before the Annual Membership Meeting, the Board shall appoint a Nominating Committee of five (5) Voting Members who are not Directors. The Board shall endeavor to appoint a diverse Committee which will be able to represent the various interests of the Members of the Club. The Nominating Committee shall consult with the current Directors about their perceptions of the needs and duties of the Board, and shall solicit and encourage applications from all Voting Members interested in serving as a Director. The Nominating Committee shall nominate one Voting Member as a candidate for each position that will be open on the Board. Members of the Nominating Committee shall not be eligible for nomination to the

Board. At least twenty-five (25) days before the Annual Meeting the list of nominees shall be communicated to the Voting Members by notice given pursuant to Article XX.

Section 2 - Additional Nominations

Candidates for election to the Board may be also be nominated by twenty-five (25) or more Voting Members by submitting the name of a nominee, in writing, to the Secretary at least ten (10) days before the Annual Meeting. Written notice of any additional nominees shall be given to each Voting Member pursuant to Article XX before the date of the Annual Meeting.

Section 3 - Election

If the number of nominees does not exceed the number of positions that will be open on the Board, the election may be conducted by voice vote of the Voting Members attending the Annual Membership Meeting. If the number of nominees exceeds the number of positions that will be open on the Board, the election shall be by secret ballot. Each Voting Member shall be entitled to the same number of votes as there are positions that will be open on the Board. Votes may not be cumulated; that is, no Voting Member may vote more than once for any candidate. The nominees receiving the highest number of votes shall be elected.

Section 4 - Inability, Failure or Refusal of a Director to Act

In case of death, disability, resignation or prolonged absence of any Director, the Board may appoint any Voting Member to serve as a substitute Director until such time as the disabling cause is removed or, if the disabling cause is not removed, until the next Annual Membership Meeting, at which time a new Director shall be elected by the Voting Members. A quorum of the Directors is required and a vote of at least seventy-five percent (75%) of the other Directors present and voting at the meeting at which the matter is considered shall be required to determine that a Director is disabled or has been absent for a prolonged period. The Director who is alleged to be disabled or absent for a prolonged period may not participate in the vote concerning himself/herself. After a Director has been determined to be disabled or has been absent for a prolonged period, a substitute Director may be appointed by a majority vote of the remaining Directors. The new Director elected at the Annual meeting shall serve for the unexpired term of the Director he or she replaced.

ARTICLE XIII

MEETINGS AND ACTIONS OF THE BOARD

Section 1 - Organizational Meeting

The Board shall meet promptly after the Annual Membership Meeting for the purpose of electing Officers of the Club.

Section 2 - Other Meetings

Other meetings of the Board shall be held at the discretion of the President, or at the request of any three (3) Directors requesting a meeting of the Board.

Section 3 - Notices

Notice of Board meetings shall be given to the Directors pursuant to Article XX.

Section 4 - Quorum and Voting

Five (5) Directors shall constitute a quorum for a meeting of the Board. Except as otherwise specifically provided in these Bylaws, all actions by the Board shall require a quorum of Directors present and an affirmative vote of a majority of those Directors present and voting at a properly noticed meeting and all actions by the Members shall require a quorum either present or by proxy. Voting of the Directors by proxy shall not be permitted.

Section 5 - Action Without A Meeting and Ratification

The Board shall have the power to act without a meeting if all Directors sign a Unanimous Written Consent in Lieu of Meeting setting forth the action taken by the Board. Minutes of actions taken by Unanimous Written Consent in Lieu of Meeting shall be kept by the Secretary and made available to the Members as set forth in Section 6 of this Article. The Board may also ratify actions previously taken on behalf of the Club. Such ratification may be either by action taken at a Board meeting or by Unanimous Written Consent in Lieu of Meeting.

Section 6 - Minutes

The Secretary shall prepare minutes of each meeting of the Directors. The minutes shall be posted on the Club bulletin board or otherwise made available to all Members promptly after they are approved by the Board.

Section 7 - Finality of Board Decisions

The decision of the Board on any matter shall be final in all respects, subject only to the decision being overturned by a vote of two-thirds (2/3) of the Voting Members present and voting at an annual or special meeting of the Members, or by written consent of two-thirds (2/3) of all Voting Members in an action without a meeting taken by the Members, pursuant to the procedures set forth in Articles IX and X.

Section 8 - Contracts

The Board may authorize any Officer, Director or Member to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Club. All such contracts and instruments must be signed by at least two persons authorized by the Board to sign on behalf

of the Club. At least one of the signatories must be the President, the Vice President, the Secretary or the Treasurer.

Section 9 - Attendance at Board Meetings by Members

Any Voting Member may attend, but may not vote, at any meeting of the Board, provided that the Board, at its discretion, may convene an Executive Session to consider personnel matters, legal issues, and such other matters as the Board may determine require confidential treatment. Voting Members who are not Directors may not attend Executive Sessions of the Board without the consent of the Board.

ARTICLE XIV

COMMITTEES

Section 1 - Establishment

The Board shall establish the Standing Committees set forth in Section 2 below. In addition, the Board from time to time may establish other Committees with specified duties and tasks. The Chair and the other members of each Committee shall be appointed by the Board from among the Voting Members. Except as set forth in Section 4 below, the number of persons appointed to each Committee shall be at the discretion of the Board.

Section 2 - Duties

The duties of the Standing Committees shall include the general duties set forth herein, together with such other duties as may be prescribed by the Board. The duties of any other Committees that may be established by the Board shall be prescribed by the Board. The Standing Committees and their duties are:

A. Tennis Committee

Under the direction of the Board, the Tennis Committee shall coordinate the Club's tennis programs, including events, league play and tournaments, and shall make recommendations to the Board regarding court usage policies.

B. Finance Committee

The Finance Committee shall monitor the financial affairs of the Club. The Committee shall be responsible for the preparation of an annual budget, shall review the Club's accounting reports and any other issues affecting the Club's financial integrity, and shall make recommendations to the Board regarding those Issues.

Section 3 - Plans of Action

Unless directed otherwise by the Board, within sixty (60) days after the Annual Meeting, the Chair of each Committee shall submit to the Board a plan of action for the Committee for the forthcoming year.

Section 4 - Executive Committee

The Board may appoint an Executive Committee consisting of three or four Directors. The Executive Committee shall have such power and duties as the Board from time to time shall prescribe, including considering matters that arise between meetings of the Board. The Executive Committee shall not have the authority to act upon any matters that require the vote or consent of the Board or of the Voting Members as set forth in these Bylaws. The Executive Committee may not authorize any substantial expenditures of Club funds without the approval of the Board.

Section 5 - Limitation of Authority

Notwithstanding the fact that a Committee may be assigned certain duties by these Bylaws or by the Board, the ultimate responsibility and authority for making all decisions affecting the Club shall rest with the Board and the Members as set forth in these Bylaws. All decisions made by Committees are subject to the approval of the Board. In particular, no Committee shall have the power to: (a) take any final action on any matter that requires the approval of the Voting Members or the Board; (b) fill vacancies on the Board; (c) amend or repeal any part of these Bylaws, or adopt new Bylaws; or (d) amend or repeal any decision or resolution of the Board.

ARTICLE XV

OFFICERS OF THE CLUB

Section 1 - Officers

The Officers of the Club shall be a President, a Vice President, a Secretary and a Treasurer. Each office shall be occupied by a different Director.

Section 2 - Election

The Officers shall be elected by the Board at its organizational meeting from among the Directors. Officers shall hold office for one year or until their successors are elected. Any Officer or may be reelected so long as he or she is a Director.

Section 3 - Removal from Office

By a majority vote, the Board may remove any Officer from his or her office prior to the expiration of the one year term, and may elect another Director to fill that position.

Section 4 - Duties

The duties of the Officers shall be as follows:

A. President

The President shall be the executive head of the Club and shall preside over all meetings of Members and of the Board. The President shall be the primary liaison between the Board and Members, shall take such actions as are necessary to ensure the efficient and effective operation of the Club, and shall undertake such other duties as may be prescribed by the Board.

B. Vice President

The Vice President shall act in the President's place and stead whenever the President is absent or refuses or is unable to perform his or her duties, and shall undertake such other duties as may be prescribed by the Board.

C. Secretary

The Secretary shall be responsible for keeping a roster of the Membership, shall give notices of meetings of the Members and the Board, shall keep and publish minutes of the meetings of the Members and the Board as prescribed herein. The Secretary shall be responsible for the safekeeping and timely updating of the books, transactions and records of the Club, other than the financial and insurance records maintained by the Treasurer. The Secretary shall prepare and make available to the Voting Members a form of proxy for use at meetings of the Members. At the discretion of the Board, some or all of the duties of the Secretary may be delegated. The Secretary shall act in the Vice President's and Treasurer's place and stead whenever those Officers are absent or refuse or are unable to perform their duties.

D. Treasurer

The Treasurer shall be responsible for the collection all amounts due the Club, for the deposit of the Club's funds in such depositories as may be designated by the Board, and for disbursement of those funds on order of the Board. The Treasurer shall be responsible for the Club keeping full, true and correct books of accounts showing all funds received and expended, and shall render to the Board, at least once each quarter, or upon the request of the President or Board, a written statement of the financial condition of the Club. The Treasurer shall act in the Secretary's place and stead whenever the Secretary is absent or refuses or is unable to perform his or her duties.

Section 5 - Additional Duties

All Officers of the Club shall report to and serve at the pleasure of the Board. Any or all of the duties, responsibilities and authorities of an Officer may be changed from time to time at the discretion of the Board.

Section 6 - Compensation

All Officers shall serve without compensation.

ARTICLE XVI

FINANCIAL MATTERS

Section 1 - Obligations

No single obligation, indebtedness or expenditure (with the exception of refinancing any existing debts or mortgages) in excess of twenty percent (20%) of the Club's current total equity (as reported in the Club's most current Balance Sheet) shall be authorized, incurred or paid unless previously ratified by a vote of two-thirds (2/3) of the Voting Members present and voting at an annual or special meeting of the Members, or by written consent of two-thirds (2/3) of all Voting Members in an action without a meeting taken by the Members, pursuant to the procedures set forth in Articles IX and X.

Section 2 - Sale of Assets

No asset with a value in excess of twenty percent (20%) of the Club's total equity (as reported in the Club's Balance Sheet) shall be sold or conveyed unless previously ratified by a vote of two-thirds (2/3) of the Voting Members present and voting at an annual or special meeting of the Members, or by written consent of two-thirds (2/3) of all Voting Members in an action without a meeting taken by the Members, pursuant to the procedures set forth in Articles IX and X.

Section 3 - Bank Accounts

The Board shall have authority to grant to Officers and employees of the Club authority to deposit and withdraw funds from any of the Club's banking accounts. All checks must be signed by at least two persons authorized by the Board to sign checks. At least one of the signatories must be the President, the Vice President, the Secretary or the Treasurer.

Section 4 - Audits

The financial records and books of accounts may be audited from time to time at the discretion of the Board or by a vote of two-thirds (2/3) of the Voting Members present and voting at an annual or special meeting of the Members, or by written consent of two-thirds (2/3) of all Voting Members in an action without a meeting taken by the Members, pursuant to the procedures set forth in Articles IX and X.

ARTICLE XVII

LIMITATION OF LIABILITY AND INDEMNIFICATION OF DIRECTORS

Section 1 - Limitation of Liability

Directors shall have no liability to the Club or to any Members for monetary damages for their conduct as a Director, including, without limitation, in performing their duties as Officers, except for acts or omissions that involve intentional misconduct by the Director or a knowing violation of law by the Director, or for any transaction from which the Director will personally receive a benefit in money, property or services to which the Director is not legally entitled.

Section 2 - Indemnification

Each person who was, or is, threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director of the Club, whether the basis of such proceeding is alleged action in an official capacity as a Director, trustee, Officer, Committee Chair, employee or agent, shall be indemnified and held harmless by the Club to the full extent permitted by applicable laws then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines ERISA excise taxes, penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Director, and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Article with respect to proceedings seeking solely to enforce rights to indemnification, in connection with a proceeding (or part thereof) initiated by such person only if such proceedings (or part thereof) was authorized by the Directors of the Club. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Club of an undertaking, by or on behalf of such Director, to repay all amounts so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified under this Section or otherwise.

If a claim for which indemnification is required under this Article is not paid in full by the Club within sixty (60) days after written claim has been received by the Club, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Club), and thereafter the Club shall have the

burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Club (including its Directors, independent legal counsel or its Members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Club (including its Directors, independent legal counsel or its Members) that the claimant is not entitled to indemnification or to reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

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

The Club may maintain insurance at its expense to protect itself and any Director against any expense, liability or loss, whether or not the Club would have the power to indemnify such person against such expense, liability or loss under the California Corporation Code, as applied to nonprofit corporations. Such protection may include that provided for in the Club's insurance, including liability insurance in the case of damage to person or property, or the Corporations Code, specifically Section 7237. In the event that any claim of indemnification is made to the Club by such individual, the Club shall, in a timely manner, tender the claim to its insurance broker or insurance carriers. To the extent that an individual seeking indemnification has exposure to any uninsured loss, the Club shall submit the matter to legal counsel for a legal opinion as to the Club's obligations. The Club may, without further Membership action, enter into contracts with any Director in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

The Club may, by action of the Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Club with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors or pursuant to rights granted pursuant to, or provided by the California Corporations Code as applied to nonprofit corporations, or otherwise.

ARTICLE XVIII

DISSOLUTION OF THE CLUB

Section 1 - Distribution of Assets

In the event the Club shall be dissolved, the net assets remaining after all debts, obligations and liabilities have been paid or provided for shall be distributed in accordance with the provisions of this Article.

Section 2 - Responsibility of Members for Unpaid Liabilities or Obligations

In the event that after any assets are distributed to Members the debts, liabilities or obligations of the Club are incapable of being paid with the remaining assets, then the Members who have received any distribution of assets shall be responsible, proportionately, for such debts, liabilities or obligations, but only up to the amounts previously distributed to them. Except as set forth herein, no Member shall have any responsibility for any debt, liability or obligation of the Club.

Section 3 - Allocation of Net Assets

The net assets shall be distributed between Single and Family Memberships and such other Membership classifications requiring initiation fees as are hereafter created. The amount to be distributed to each Member in each classification shall be the amount of the Member's capitalized cost of Membership, and after the capitalized costs of Membership of all Members have been distributed, the remaining balance shall be distributed equally among all Members of such classifications.

Section 4 - Capitalized Cost of Membership

As used in this Article, "capitalized cost of Membership" means the original initiation fee paid by the Member, plus the amounts of any assessments paid by the Member where the assessment was designated by the Board as being for capital improvements.

ARTICLE XIX

INSPECTION OF RECORDS

Section 1 - Right of Members to Inspect

All minutes of meetings of the Membership and of the Board and the books and records of the Club, excluding records related to individual Members, records related to current litigation, records that the Club is legally restricted from making available, personnel records, and minutes of Executive sessions of the Board, shall be open to inspection by any Member at any reasonable time.

ARTICLE XX

NOTICE

Section 1 - Duty of Each Member

It shall be the duty of each Member to keep the Club advised of the Member's current postal address, email address (if any) and telephone number.

Section 2 - Waiver of Notice

Failure to comply with the provisions of Section I of this Article by any Member shall constitute a waiver by such Member of any notice required to be given.

Section 3 - Methods of Giving Notice

Notice shall be given by any of the following means: personal delivery; U.S. mail or courier delivery addressed to the Member's last known address; email; or telephone. Notice by personal delivery shall be deemed to have been given when delivered. Notice by U.S. Mail or courier delivery shall be deemed to have been given when deposited in the mail or at the courier delivery service. Notice by email or telephone shall be deemed to have been given when transmitted.

ARTICLE XXI

AMENDMENTS

These Bylaws may be amended, in whole or in part, by a majority of the Voting Members present and voting at a properly noticed meeting of the Members, or by written consent of a majority of all Voting Members in an action without a meeting taken by the Members, pursuant to the procedures set forth in Articles IX and X, provided that any provision of these Bylaws that requires approval by a vote of two-thirds (2/3) of the Voting Members present and voting at a meeting of the Members, or by written consent of two-thirds (2/3) of all Voting Members in an action without a meeting taken by the Members, may not be amended unless the amendment is approved by a vote of two-thirds (2/3) of the Voting Members present and voting at a meeting of the Members, or by written consent of two-thirds (2/3) of all Voting Members in an action without a meeting taken by the Members.