



**Edgebrook**  
Swim & Tennis Club

## **BY-LAWS**

These Bylaws are effective as of January 22, 2019 and replace and supersede earlier bylaws.

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## **BY-LAWS OF EDGEBROOK CLUB, INC.**

### **Article I: Purpose/Objectives**

1. The Edgebrook Club is incorporated to promote the health, recreation and general welfare of its members, and in pursuance thereof, to construct, own, and operate a swimming pool, tennis courts, club house, and other facilities under the name and style of The Edgebrook Club, Inc., and such other incidental objects as are appropriate to the conduct of its activities, in the County of King and the State of Washington. Edgebrook Club is a nonprofit corporation.
2. The name of this Corporation is The Edgebrook Club, Inc.
3. The principal office of the Corporation shall be in the County of King, State of Washington.
4. The proprietary interest in all assets of The Edgebrook Club, Inc., real, personal, and mixed, and of whatsoever kind and nature, has been, is, and shall at all times be and remain vested in the family, corporate and senior members, the interest of each such member being the same. The proportionate proprietary interest of any family, corporate and senior member shall cease upon the termination of his membership. No member belonging to any other class of membership shall have any proprietary interest in the assets of the Club.

### **Article II: Board of Directors**

1. The governing body of Edgebrook Club shall consist of a Board of nine Directors, each of whom is an active member, or spouse of an active member, of this Corporation.
2. Three Directors shall be elected annually to replace the three retiring Directors, with their term of office to be three years. Directors shall be elected and qualified at a regular annual membership meeting. Two members of the same family may not serve on the Board of Directors (Board) simultaneously.
3. The term of Directors elected for a full term shall start and end at the conclusion of the third annual meeting following the meeting at which they were elected. The term of Directors elected for partial terms elected at an annual meeting shall end at the conclusion of the specified annual meeting.
4. Vacancies on the Board, including officers, occurring between annual elections shall be filled by the Board, by a majority vote of all remaining Board members. The term of vacancies filled by the Board shall begin immediately after the vote of the Board and shall be effective until the conclusion of the next annual meeting. At the next annual meeting, the unexpired term shall be filled by election of the membership.
5. A Director who fails to maintain good standing as a member of Edgebrook, or who fails to attend three regular consecutive meetings of the Board, may be removed by a majority vote of the remaining Directors. A Director may also be removed from office by recall of the voting members: if a petition for recall of one or more Directors is signed by seventy—five (75) members empowered to vote, and submitted to the Board of Directors, it shall, within thirty (30) days, call an election to vote on the recall. If a simple majority of the voting members who vote in such election, vote for recall of a given Director, that Director shall immediately cease to hold office.
6. No Director shall be compensated for services or materials furnished to the Club except insofar as a Director may be authorized to make purchases on behalf of the Club, and be reimbursed for such purchases when the Director uses his own funds.

### **Article III: Duties of the Board of Directors**

1. At their first regular meeting after each annual meeting, that occurs within four weeks after the annual meeting, elect officers as prescribed here.
2. Approve the transfer of Membership Certificates, suspend delinquent members, and expel members in accordance with Article IX.
3. May exercise all corporate powers which are not inconsistent with the other provisions contained in these By-laws.
4. Create such committees as they deem necessary, either standing or special, and provide for the manner of their appointments and their powers and duties.
5. Designate depository banks and execute such instruments as are required by the bank, provided, however, that either: (1) at least two officers, or (2) the Club Manager and/or the Club Secretary, if so delegated by the Board, or (3) the Club Manager or Club Secretary and one officer must sign checks or other instruments involving the payment of monies. The amount and conditions of payment will be reviewed periodically by the Board of Directors.
6. Approve hiring and termination of such personnel as may be required to operate the business of the Club and designate the compensation to be paid them.
7. Manage the business and property of the Corporation pursuant to these By-laws.
8. May authorize nonmember usage of Club facilities, with usage conditions, fees, and charges as determined by the Board of Directors.
9. May extend rental privileges of all or part of the facilities to persons or groups not covered by Article IX, section 9, under such terms and conditions as the Board may prescribe.
10. Have the authority to sell, mortgage, lease, or otherwise convey, encumber, or dispose of the whole or any portion of the assets of the Corporation, whether real, personal, or mixed, and to enter into any and all contracts and obligations of whatsoever kind and nature; provided, however, that it shall not have authority to sell or agree to sell any real property of the Club or otherwise terminate the Corporation without the approval of two-thirds (2/3rds) of the voting members present at any meeting called for that purpose.

### **Article IV: Manager**

1. Any duties of the Board of Directors may be delegated to the Club Manager as the Board of Directors so determines.
2. The Club Manager shall be ex-officio member of all standing committees.
3. The Club Manager shall be responsible to the President for the day-to-day conduct of Club activities.

### **Article V: Board Meetings**

1. All regular meetings of the Board shall be open to members with the exception of executive sessions.
2. The Board of Directors shall hold regular meetings as determined by them, but in any event at least once a month.
3. Special Board meetings shall be held upon call of the President, or Vice President, or upon the request of two members of the Board, filed with the Secretary who shall call the meeting. All Board members will be advised of any Special Board meetings called.
4. A majority of the Directors shall constitute a quorum for the transaction of business and the decision of a majority of the Directors present at any meeting shall be regarded as the action of the Board except when these By-laws require a six of nine majority. Voting by proxies shall not be permitted.

5. Approved minutes of all regular meetings will be available to all Club members as determined by the Board of Directors.
6. All Policies and Procedures will be available to all Club members.
7. The Board may go into executive session from which everyone is excluded except currently serving elected Board members. The Board may invite relevant individuals, as required, for consultation. The session may be called by simple majority vote for the purpose of discussing any matters of business which the Board may consider confidential or sensitive. The motion to call a session must include identification of invited individuals, the purpose of the session and disposition of minutes for the session.
8. The Board may meet by other methods of communication such as telephone, video conference or e-mail.

### **Article VI: Officers**

1. At their first meeting after each annual meeting, which shall occur within four weeks after the annual meeting, the Board of Directors shall elect from among their number a President, Vice President, Secretary, and Treasurer. The Treasurer may appoint an Assistant Treasurer, subject to approval of majority vote of the Board, to assist in duties of the Treasurer. Only members of the Board of Directors shall be eligible to hold these offices, and shall serve for the term of one year or until their successors are elected. Nomination of officers shall be from the floor at open meeting of the Board and elections shall be by secret written ballot.
2. The PRESIDENT shall preside at all meetings of the Board and of the Club. The President shall be the official representative of the Corporation, except as may be otherwise provided by the Board, and shall possess such powers and perform such duties as are provided in these By-laws. The President shall be ex-officio member of all committees.
3. The VICE PRESIDENT shall assist the President in the performance of his duties, and shall exercise the powers and perform the duties of the President in the event of the absence, disability, resignation, or death of the President.
4. The SECRETARY shall be responsible to assure that all records of the Corporation and of the Board of Directors, including minutes of all meetings of the membership and of the Board are kept, send out all notices of meetings, receive requests for Special meetings, and perform such other duties as the President or the Board may direct.
5. The TREASURER shall be the custodian of the Corporate funds and be responsible for Corporate financial records. The Treasurer may delegate with approval of the Board of Directors authorization to disburse Corporate funds and will be responsible for the preparation of profit and loss statements and cash flow summaries which may be submitted to independent compilation as directed by the Board of Directors and which will be presented to the Annual Meeting. The Treasurer will perform such other duties as the President or Board may direct.
6. All staff designated by the Board authorized to sign checks shall be bonded in the amount of not less than \$10,000.00.
7. All Officers of the Club remain also in the capacity of Directors.

### **Article VII: Indemnification of Officers and Directors**

To the full extent permitted by the Washington Business Corporation Act, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding whether brought by or in the right of the Corporation or otherwise, by reason of the fact that he is or was serving at the request of the Corporation as a director or officer of another corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred by him in connection with such action, suit or proceeding; and the Board may, at any time, approve indemnification of any other person which the Corporation has the power to indemnify under the Washington Business Corporation Act. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

### **Article VIII: Special and Standing Committee**

1. Nomination: This special committee shall consist of five members. Three of these members shall be elected at the annual membership meeting and two shall be elected by the Board from among its membership. Vacancies occurring during the year shall be filled by vote of the majority of the Directors. The Nominating Committee shall nominate the candidates for the Board of Directors. The report of their nominations shall be filed with the Secretary not later than four weeks prior to the annual meeting. Candidates may also be nominated from the floor at the annual meeting. The nominee's acceptance must be indicated prior to placing his or her name on the ballot.
2. Tennis: This standing committee shall be responsible for the duties set forth in the Tennis Committee Charter as approved by the Board of Directors.
3. Aquatics: This standing committee shall be responsible for the duties as set forth in the Aquatics Committee Charter as approved by the Board of Directors.
4. All committees shall furnish the office with minutes of their meetings which shall be available to all members.

### **Article IX: Membership**

1. No person will be denied membership in or discriminated against by the Corporation in accordance with state or federal law.
2. Classes of Members: There shall be several classes of members of the Edgebrook Club, Inc., as hereinafter provided. Additional classes of membership may be created and existing classes may be deleted or changed from time to time by the Board of Directors through appropriate amendment to these By-laws, with the approval of the members as provided in Article XIII, section 5.
  - a. Family Member - Proprietary: A Family Member may be either a married or a single person. The wife or husband or designated person within the family, plus unmarried dependent children under the age of 25, who, except while at school reside with such member, shall be entitled to the full use of the Corporation's facilities at such times and under such rules and regulations as shall from time to time be prescribed by the Board of Directors.
  - b. Corporate Member – Proprietary: Membership may be issued to a corporation. The corporate representative may designate who will be included in its membership, but users must have the prior approval of the Board of Directors. The corporation will have only one vote which can be cast by one designated user or other representative on behalf of the corporation members. Any change in designated user by the corporate member must be approved by the Board of Directors and will require payment of a fee as determined by the Board of Directors, no less than \$100.00. Membership fees, dues and assessments shall be established by the Board of directors and written in Edgebrook Policy and Procedures Manual. The designated user(s) of the corporate membership shall be jointly and severally liable for their payment along with the corporate member, and will be expected to follow all rules and regulations of the Corporation.

3. No person or corporation shall become a member of the Club until such person or corporation has first been elected to membership and has paid or made arrangements for paying the prescribed membership fee.
4. All applications for membership shall be on an application form as the Board of Directors shall prescribe and shall be supplemented by such other information and good faith deposit as the Board of Directors may require. If the Board of Directors approves, the applicant will promptly be mailed an official notification of election to membership, but if the Board fails to approve the applicant, any deposit will be returned. Within thirty (30) days after notification of election to membership, such new member shall pay the balance, if any, of the required membership fee, and whatever installment of dues may be required, and failing to do so such election shall be void unless the Board of Directors shall make a special exception. No person shall have or acquire any proprietary or transferable interest in the Corporation until his membership fee has been paid in full, and his membership has been approved by the Corporation.
5. Any non-equity or seasonal membership types will be set by the Board of Directors and published in the Club's Policies & Procedures.
6. The membership of this Corporation shall be limited to three hundred fifty (350) family and corporate members, and fifty (50) senior members.
7. The Board of Directors, with the approval of the membership, shall have the power to increase or decrease the number of members at their discretion, but must make a finding in the event of an increase that such increase will not result in overcrowding of the club facilities and is necessary for the financial wellbeing of the Corporation.
8. All members in good standing shall be accorded equal privileges in the facilities and shall be subject to the same rules and regulations in the use thereof.
9. Members shall be responsible for their guests.

### **Article X: Reprimand, Suspension, and Expulsion**

1. Each person, or corporation, proprietary and nonproprietary, by virtue of becoming and remaining a member of The Edgebrook Club, Inc., and each person who uses the facilities thereof hereby agrees to abide and be bound by the rules and By-laws of the Club, and consents to the Corporation taking such disciplinary actions or proceedings against the member as provided by this Article.
2. If a member is delinquent in paying the fees, dues, assessments and other charges owed to the Corporation for a total of thirty (30) days, the member shall be notified that the member's privileges to use the Club facilities will be subject to suspension unless the delinquency is paid in full within ten (10) days; or if delinquent for a total of sixty (60) days, the member shall be notified that the member is subject to expulsion unless the delinquency is paid in full within ten days. Such notices shall be written and shall be deemed to have been given the member when deposited in the U.S. mail with postage prepaid and addressed to the member's last address on file. If the member disputes the period of delinquency or the amount of the charges, the member shall deliver written notice to the Corporation before the effective date of those actions. The Board of Directors shall then make such a preliminary review or investigation as warranted before the Board for the purpose of a final determination.

3. The Board of Directors may establish or approve disciplinary procedures to enforce compliance with Club rules established or approved by the Board. The Board may, including but not limited to, impose any one or more of the following sanctions:
  - Issue a warning regarding to future conduct;
  - suspend membership for a specified length of time;
  - terminate appointments;
  - terminate elected positions;
  - terminate membership;
  - exclude a non-member from the Club, either temporarily or permanently;
  - and
  - turn down a non-member's current and/or future membership applications.
4. Any member who is expelled as herein provided shall immediately lose all privileges and rights as a member of the Club. The Corporation shall collect all unpaid fees, dues, assessments and charges, if any, incurred by the Corporation in connection with said member's expulsion.
5. Any controversy, claim, or dispute arising out of or relating to these Bylaws or alleged breach hereof shall be resolved by binding arbitration by one arbitrator pursuant to RCW 7.04.et.seq. If the parties fail to agree on selection of an arbitrator, any party may petition the presiding judge of the Superior Court of King County, Washington, to appoint an arbitrator. Thereafter, the arbitrator shall permit a period of open and free discovery, including taking of depositions, and will promptly conduct an arbitration hearing. It is the intent of the parties hereto that any arbitration hearing be conducted within ninety (90) days of the appointment of the arbitrator. The arbitrator shall have broad authority to fashion any legal or equitable remedy, including the authority to award specific performance. The arbitrator will render a final and binding decision within ten (10) days of conclusion of the arbitration hearing. After an arbitration award is made by the arbitrator, it may be entered in any court of competent jurisdiction and will constitute a final adjudication of all matters submitted to arbitration.

### **Article XI: Transfer or Sale of Memberships**

1. Any Family Member or his estate, Corporate Member, or Senior Member, whose dues, assessments and charges are current and who is otherwise in good standing may transfer or sell his Certificate of Membership in the Corporation to another person, subject to acceptance of the transferee person by the Board of Directors.
2. Any member may sell or transfer his membership at any time on such conditions as set forth by the Board of Directors. Any change in the conditions for selling or transferring memberships established by the Board of Directors must be communicated in writing to the members within ten (10) days after the determination or change of such conditions, and shall not be valid until such written notice is sent.
3. No active member shall transfer or sell, or agree to transfer or sell his membership without first tendering the same in writing to the Club.
4. The Club shall have thirty (30) days within which to exercise its option to purchase such membership at not less than eighty (80) percent of the then current price determined by the Board of Trustees, less taxes thereon, if any. Should the Club refuse, or within the said thirty (30) days fail to exercise its option, the offering member may then transfer his membership, subject to the approval of the transferee by the Board of Directors, to any eligible person.
5. Upon transfer of a membership as herein provided, a transfer fee equaling ten (10) percent of the current membership fee shall be paid to the Club.



6. No portion of any membership fee or assessment shall be refunded to any member. Members who have been expelled shall not have the right to sell their memberships subsequent to the effective date of expulsion. No member shall have the right nor shall attempt to sell their membership until all indebtedness to the Club is paid.

## **Article XII: Dues, Fees, Assessments, and Sale Price**

1. Annual dues plus other anticipated income shall be sufficient at all times to provide for the anticipated expenses of operation, maintenance, and improvement of the properties.
2. The amount of all fees, including those for guests, and the amount of the monthly dues for each class of membership, which may vary from class to class, and special assessments shall be established, and, from time to time, may be changed by the Board of Directors, in order to comply with section 1 above.
3. No assessment for capital improvements shall be levied unless or until first approved by a simple majority of the membership present at an annual or special meeting of the Corporation as provided in Article XIII, section 5.
4. The Board of Directors shall fix the sale price for the purchase from the Corporation of a new membership for each membership class, the amount of which may vary from class to class.
5. The Board of Directors shall fix, and from time to time may change, the terms and conditions of payment, including administrative fees for and the effective dates of suspension and expulsion for non—payment of the members' fees, dues, assessments, and other charges to the Corporation. Unless otherwise so fixed, all fees, dues, assessments and other charges shall be due and payable ten (10) days after the Corporation has mailed its monthly statement therefore to the member's last address on file; and shall be delinquent if unpaid twenty (20) days after the statement is due and payable. Each member who is delinquent for one (1) month on the date which the Corporation closes its books to render its next monthly statement shall for that, and each month thereafter, be subject to an administrative fee in such amount as is determined by the Board of Directors from time to time. In addition, a member who fails to pay all charges due the Corporation shall have his privileges to use the Club's facilities suspended or be expelled from the Club as provided in Article X.
6. The Board of Directors shall establish or approve procedures for collecting accounts from members.
7. Each member (and a user, in case of a corporate member), together with the member's spouse, if any, shall be individually and personally responsible to pay the Corporation all the fees, dues, assessments and charges attributed to their membership and/or guests. In addition, all such unpaid fees, dues, assessments and charges shall, from the date rendered until paid in full, be a first and paramount lien or charge on the member's membership. There shall be no remission of the fees, dues, assessments and charges of the Corporation during a member's non—use of the Club facilities (except with specific approval of the Board), or during any period of suspension of the member. Except for clerical billing errors, there shall be no refund of the fees, dues, or assessments paid by any member, except after specific approval of the Board of Directors.
8. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or Section 507 of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

### **Article XIII: Members Meetings**

1. At such time as shall be fixed but not later than the twenty—fifth day following the close of the previous fiscal year, the Club shall hold its regular annual membership meeting for the purpose of electing Directors, members of the Nominating Committee, hearing and reviewing the reports of officers and others, reviewing of a financial statement, profit/loss report and cash flow summary, reviewing of the budget, and for such other business as may properly come before it.
2. At least twenty (20) days written notice of the annual meeting shall be given by the Secretary to all family, corporate, and senior members by mail. The notice shall include the names of candidates nominated by the Nomination Committee. Notices shall be sent to the last address on file for the member.
3. Twenty—five (25) family, corporate, and/or senior members shall constitute a quorum for any annual or special meeting of the Corporation. Once a quorum has been established, the validation remains in effect until the meeting is adjourned. All meetings shall be governed by Roberts Rules of Order Newly Revised.
4. Each membership certificate of a member in good standing shall entitle either the owner or the spouse of the owner to one vote. Voting by proxies shall not be permitted.
5. The family, corporate, and senior members shall elect the members of the Board of Directors; may recall one or more members of the Board of Directors as provided in these By-laws, and may amend the By-laws as provided herein. Before final action by the Board, the family, corporate and senior members, by a simple majority of those voting in any election called for that purpose, must approve any proposed change (a) in the classes of membership, (b) the maximum number of members in each class, and (c) levy an assessment for capital improvement. By a two—thirds (2/3rds) majority of those voting, the members must approve the amendments of these By-laws and the liquidation or termination of the affairs of the Corporation or selling or agreeing to sell any real property of the Club as provided in Article III, section 10. In addition, the President may in his discretion, or shall on majority vote of the Directors, submit any issue to the family, corporate, and senior members for an advisory non—binding vote. Such vote shall make the decision on such issue based on what it considers to be the best interest of the Corporation.
6. Matters that are submitted in advance to the membership for vote shall be by secret written ballot mailed to the last address on file of all family, corporate, and senior members, together with appropriate voting instructions. Such ballot shall be returned in person or by mail to be received on or before a specified date at a prescribed place. If the vote is in conjunction with a meeting of the membership, the ballots shall be counted and announced at said meeting. Voting by proxies shall not be permitted.
7. Special meetings of the membership may be called by the Board of Directors upon such notice as it shall deem reasonable. Special meetings may also be called upon the request in writing of ten percent of the active members in good standing. Such written request shall be filed with the Secretary, who shall call said meeting within thirty (30) days after the time of filing the request. Notice of such special meeting shall set forth the business for which the meeting is called. Only such matters as are referred to in the request shall be considered at the special meeting. Notice of special meetings shall be provided to the membership by mail.

#### **Article XIV: By-laws Amendment**

1. These By-laws may be amended by petition, signed by not less than ten (10) percent of the active membership present at the annual or special membership meeting.
2. These By-laws may be amended by proposal of the Board of Directors submitted in writing to the membership at least twenty (20) days prior to the date of a special or annual meeting.
3. Amendments shall become effective on approval of at least two—thirds (2/3rds) of those qualified voters present at the annual membership meeting or a special meeting.

## Receipt and Acknowledgement

I acknowledge that on the date below, I have received a copy of The Edgebrook Club's Bylaws. I agree to read the bylaws thoroughly, and to abide by them. I also agree that if there are any policies or provisions that I do not understand, I will seek clarification from The Edgebrook Club management.

Please sign and date this receipt and acknowledgement and return it to the Club Manager.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_