

**RESTATED BYLAWS OF SAN RAMON VALLEY SWIM CLUB  
D/B/A SAN RAMON VALLEY LIVERMORE AQUATICS**

**ARTICLE I  
GENERAL**

- 1.01. Principal Office.** The principal office of the Corporation for its transaction of business is located at 9900 Broadmoor Drive, San Ramon, California 94583. The Board of Directors is granted full power and authority to change the principal office of the Corporation from one location to another.
- 1.02 Purpose.** The specific purposes for which this Corporation is formed are: To provide training, instruction, and encouragement for increased proficiency in amateur swimming; to further the interest, education, and participation in amateur aquatic sports; to further the interest, education and participation in such sports in the community; to encourage and develop good sportsmanship, individual integrity and team play in aquatic sports; to promote and advance aquatic sports; and to combat juvenile delinquency through the promotion of amateur aquatic sports.
- 1.03. Irrevocable Dedication of Assets.** The properties and assets of this Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any Member or Director of this Corporation. San Ramon Valley Livermore Aquatics may be terminated and dissolved upon the affirmative vote of at least two-thirds (2/3) of all Members entitled to vote. In the event of such termination and dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to one or more nonprofit funds, foundations, or corporations, as designated by the Board of Directors, that are organized and operated exclusively for charitable purposes and that have established their exempt status under Internal Revenue Code section 501(c)(3).
- 1.04. Nonprofit Corporation.** This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes.
- 1.05. Tax Exempt Status.** This Corporation is organized exclusively for the charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code. Notwithstanding any other provision of these Bylaws, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation and the Corporation shall not carry on any other activities not permitted to be carried on by:
- (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future United States internal revenue law, or

- (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding provision of any future United States internal revenue law.

**1.06. Nonpartisan Activities.** The Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the public purposes described above, and shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

**1.07. Construction; Definitions.** Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person. References to statutes shall refer to the applicable sections of the California Nonprofit Corporation Law except as otherwise indicated. If any provision of these Bylaws is found to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, that provision shall be deemed modified to the minimum extent necessary to render the same valid or as not applicable to the given circumstances, or shall be excised, as the situation may require. All terms and conditions of these Bylaws shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms and conditions to give them such effect.

## **ARTICLE II MEMBERS**

**2.01. Definitions.** As used in these Bylaws:

**“Athlete”** means a person who is accepted by the SRLVA head coach to participate in the Corporation’s year-round USA Swimming competitive program.

**“Member Family”** means a household consisting of at least one Athlete and the Athlete’s parent(s) or guardian(s). A minor Athlete whose parents are divorced or separated shall be deemed to be part of the Member Family of the parent or guardian who pays the minor Athlete’s fees and dues to the Corporation, unless otherwise agreed by the parents or provided by court order. For a minor Athlete, **“parent”** or **“guardian”** means an individual who has legal custody (whether joint or sole) of the minor Athlete.

**“Member”** means a Member Family that pays the Membership fees provided for below, abides by these Bylaws and the Code(s) of Conduct approved by the Board, and otherwise qualifies for Membership and remains in good standing.

## **2.02. Classification and Qualification of Members.**

- (a) There shall be one class of Members in this Corporation, which shall consist of Member Families in good standing.
- (b) The Corporation may, from time to time, run special or ancillary swimming programs that are not part of the year-round age group competitive swimming program. Participation in these programs does not qualify the participants or their families for Membership.
- (c) No person may hold more than one Membership or a fractional Membership.
- (d) There is no limit on the number of Members the Corporation may admit.

## **2.03. Voting Rights—One Vote Per Member Family**

- (a) The Members shall have the right to vote, as set forth in these Bylaws, on the election of Directors, on the disposition of all or substantially all of the Corporation's assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the Corporation. In addition, the Members shall have all rights afforded Members under the California Nonprofit Public Benefit Corporation Law.
- (b) Each Member Family in good standing with the Corporation and USA Swimming shall be entitled to one (1) vote on each matter submitted to a vote of the Members, irrespective of the number of participating Athletes from the Member Family. The vote of any Member Family with one or more minor Athletes may be exercised only by the parent or guardian of an Athlete who belongs to the Member Family. In the case of a Member Family that includes two parents or guardians of a minor Athlete: (i) either parent or guardian may exercise the Member Family's vote; and (ii) if the parents or legal guardians deadlock about how to cast the Member Family's vote on any matter, the Member Family's vote shall not be counted.

## **2.04. Fees, Dues, and Participation.** To qualify as a Member and remain in good standing, each Member Family shall:

- (a) Agree to and abide by the Membership Agreement, Code of Conduct, and any similar items as adopted and amended by the Board of Directors from time to time.
- (b) Pay the fees and dues set by the Board of Directors at the times and in the amounts set by the Board.
- (c) Actively participate in the activities of the Corporation by, for example, staffing swim meets and assisting with the maintenance of Corporation facilities.
- (d) Abide by the rules of USA Swimming, Inc., and ensure that each Athlete who is a part of the Member Family remains a member in good standing of USA Swimming, Inc.

**2.05. Termination of Membership.** A Membership shall terminate on occurrence of any of the following events:

- (a) Resignation of the Member;
- (b) The Member's failure to pay dues, fees, or assessments as set by the Board within thirty (30) days after they are due and payable;
- (c) Any event that renders the Member ineligible for Membership, or failure to satisfy Membership qualifications (including, by way of example, a Member Family that no longer has children who qualify as Athletes); or
- (d) Termination of Membership based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the Member has failed in a material and serious degree to observe the Membership Agreement, Code of Conduct, or other rules adopted by the Board of Directors, or has engaged in conduct materially and seriously prejudicial to the Corporation's purposes and interests, and (in either case) has failed to correct the situation within ten (10) days after written notice and demand by the Corporation.

**2.06. Suspension of Membership.** A Member may be suspended based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the Member has failed in a material and serious degree to observe the Corporation's Membership Agreement, Code of Conduct, or other rules adopted by the Board of Directors, or has engaged in conduct materially and seriously prejudicial to the Corporation's purposes and interests, and (in either case) has failed to correct the situation within ten (10) days after written notice and demand by the Corporation. A person whose Membership is suspended shall not be a Member during the period of suspension."

**2.07. Procedure.** If grounds appear to exist for suspending or terminating a Member under these Bylaws, the following procedure shall be followed:

- (a) The Board shall give the Member at least 15 days prior notice of the proposed suspension or termination and the reasons for the proposed suspension or termination. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class or registered mail to the Member's last address as shown on the Corporation's records.
- (b) The Member shall be given an opportunity to be heard, either orally or in writing, at least five days before the effective date of the proposed suspension or termination. The hearing shall be held, or the written statement considered, by the Board or by a committee or person authorized by the Board to determine whether the suspension or termination should occur.

- (c) The Board, committee, or person shall decide whether the Member should be suspended, expelled, or sanctioned in any way. The decision of the Board, committee, or person shall be final.
- (d) Any action challenging an expulsion, suspension, or termination of Membership, including a claim alleging defective notice, must be commenced within one year after the date of the expulsion, suspension, or termination.

- 2.08. Transferability of Membership.** Neither Membership in the Corporation nor any rights in the Membership may be transferred or assigned for value or otherwise.
- 2.09. Nonliability of Members.** No Member shall be personally liable, solely because of Membership, for the debts, obligations, or liabilities of the Corporation.
- 2.10. Effect of Termination or Resignation.** Any and all rights of a Member in the Corporation and in its property cease on the termination of Membership. However, termination does not relieve the Member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees, or arising from contract or otherwise. The Corporation retains the right to enforce any obligation or obtain damages for its breach.

### **ARTICLE III MEETINGS OF MEMBERS, BALLOTS, PROXIES**

- 3.01. Location of Meetings.** Meetings of the Members shall be held at any place within or outside California designated by the Board or by the written consent of all Members entitled to vote at the meeting, given before or after the meeting. In the absence of any such designation, Members' meetings shall be held at the Corporation's principal office. The Board may authorize Members who are not present in person to participate by electronic transmission or electronic video communication.
- 3.02. Annual Meetings.** The annual meeting of the Members shall be held at 7:00 p.m. on the third Tuesday in October of each year. If the day fixed for the regular meeting of Members falls on a legal holiday, the meeting will be held at the same hour and place on the next succeeding business day. Unless elected by written ballot, Directors shall be elected at this meeting.
- 3.03. Special Meetings.**
  - (a) Special meetings of Members may be called for any lawful purpose at any time by Board of Directors, the President, or five percent (5%) or more of the Members.
  - (b) To call a special meeting, any person entitled to call a meeting shall submit a written request, specifying the general nature of the business proposed to be transacted, and addressed to the attention of and submitted to the President, Vice President or Secretary of the Corporation.

- (c) The Officer receiving the request shall cause notice to be given promptly to the Members stating that a meeting will be held at a specified time and date fixed by the Board. The meeting date shall be at least 35 but no more than 90 days after receipt of the request.
- (d) If the notice is not given within 20 days after the request is received, the person or persons requesting the meeting may give the notice. Nothing in this Section shall be construed as limiting, fixing, or affecting the time at which a meeting of Members may be held when the meeting is called by the Board.
- (e) No business, other than the business that was set forth in the notice of the meeting, may be transacted at a special meeting.

#### **3.04. Notice of Meetings.**

- (a) Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, as provided herein, to each Member entitled to vote at that meeting. The notice shall specify the place, date, and hour of the meeting, and the means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which Members may participate in the meeting.
- (b) For the annual meeting, the notice shall state (1) the matters that the Board, at the time notice is given, intends to present for action by the Members, and (2) the general nature of the business to be transacted. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all persons who are nominees when notice is given.
- (c) Approval by the Members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:
  - (1) Removing a Director without cause;
  - (2) Filling vacancies on the Board;
  - (3) Amending the Articles of Incorporation; or
  - (4) Electing to wind up and dissolve the Corporation.

**3.05. Affidavit of Mailing.** An affidavit of the mailing of any notice of any Members' meeting, or of the giving of such notice by other means, may be executed by the Secretary, assistant Secretary, or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

#### **3.06. Waiver of Notice or Consent.**

- (a) The transactions of any meeting of Members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after standard call and

notice, if (1) a quorum is present either in person or by proxy, and (2) either before or after the meeting, each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of the meeting, except that the waiver of notice, consent, or approval shall state the general nature of the proposal for any matter specified in Section 3.04(c) of these Bylaws.

- (b) A Member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

### **3.07. Conduct of Meetings.**

- (a) The President of the Corporation shall preside over the meetings of the Members. If the President is unavailable, the Vice President shall preside over the meetings. If the Vice President is unavailable, the Chair shall be selected by a majority of the Members present in person or by proxy.
- (b) The Secretary of the Corporation will act as the Secretary of all meetings of Members. However, in the Secretary's absence, the Chair of the meetings of Members will appoint another person to act as Secretary of the meetings.

**3.08. Adjournment; Notice.** Any Members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Members represented at the meeting, either in person or by proxy. No meeting may be adjourned for more than 45 days. When a Members' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned (or the means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which Members may participate) are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

### **3.09. Quorum & Voting.**

- (a) Thirty-three percent (33%) of the voting power shall constitute a quorum for the transaction of business at any meeting of Members.
- (b) If, however, the attendance at any general or annual meeting, whether in person or by proxy, is less than one-third of the voting power, the Members may vote only on matters as to which notice of their general nature was given under these Bylaws.

- (c) If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting or voting by written ballot, entitled to vote and voting on any matter, shall be deemed the act of the Members unless the vote of a greater number, or voting by classes, is required by the California Nonprofit Public Benefit Corporation Law or by the Articles of Incorporation or these Bylaws. Cumulative voting is not authorized for the election of Directors or for any other purpose.
- (d) Except as otherwise required by law, the articles, or these Bylaws, the Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, even if enough Members have withdrawn to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

### **3.10. Proxies.**

- (a) Each Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy, signed by the Member and filed with the Secretary of the Corporation. A proxy shall be deemed signed if the Member's name is placed on the proxy by the Member or the Member's attorney-in-fact, whether by manual signature, typewriting, facsimile transmission, or otherwise.
- (b) If the Corporation has 100 or more Members, any form of proxy distributed to 10 or more Members shall give the Member an opportunity to specify a choice between approval and disapproval of each matter or group of related matters and, subject to reasonable specified conditions, shall provide that, when the person solicited specifies a choice in any such matter, the vote shall be cast according to that specification. In an election of Directors, any form of proxy that a Member marks "withhold," or otherwise marks in a manner indicating that authority to vote for the election of Directors is withheld, shall not be voted either for or against the election of a Director.
- (c) Any proxy covering matters for which a vote of the Members is required shall not be valid unless the proxy sets forth the general nature of the matter to be voted on or, in an election of Directors, the proxy lists the persons who have been nominated at the time the notice of the vote is given to the Members. Such matters include amendments of the Articles of Incorporation or Bylaws changing proxy rights; certain other amendments of the Articles of Incorporation; removal of Directors without cause; filling vacancies on the Board of Directors; the sale, lease, exchange, conveyance, transfer, or other disposition of all or substantially all corporate assets, unless the transaction is in the usual and regular course of the Corporation's activities; the principal terms of a merger or the amendment of a merger agreement; or the election to dissolve the Corporation.
- (d) No proxy shall be valid after the expiration of 11 months from the date of the proxy, unless provided otherwise in the proxy, except that the maximum term of a proxy shall be three years after the date of execution. A validly executed proxy shall continue in full force and effect until either:



- (1) It is revoked by the Member executing it, before the vote is cast under that proxy, (A) by a writing delivered to the Corporation stating that the proxy is revoked, or (B) by a subsequent proxy executed by that Member and presented to the meeting, or (C) as to any meeting, by that Member's personal attendance and voting at the meeting; or
  - (2) Written notice of the death or incapacity of the maker of the proxy is received by the Corporation before the vote under that proxy is counted. A proxy may not be irrevocable.
- (e) The Corporation shall use commercially reasonable efforts to maintain the confidentiality of each Member's vote.

### **3.11. Action by Written Ballot.**

- (a) Any action that Members may take at any meeting of Members may also be taken without a meeting by complying with this section.
- (b) This Corporation shall distribute one written ballot to each Member entitled to vote on the matter. The ballot and any related material may be sent by electronic transmission by the Corporation. All solicitations of votes by written ballot shall (1) state the number of responses needed to meet the quorum requirement; (2) state, with respect to ballots other than for election of Directors, the percentage of approvals necessary to pass the measure or measures; and (3) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall (1) set forth the proposed action; (2) give the Members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballot to the Corporation.
- (c) If the Corporation has 100 or more Members, any written ballot distributed to ten or more Members shall provide that, subject to reasonable specified conditions, if the person solicited specifies a choice in any such matter, the vote shall be cast according to that specification.
- (d) In any election of Directors, a written ballot that a Member marks "withhold," or otherwise marks in a manner indicating that authority to vote is withheld, shall not be voted either for or against the election of a Director.
- (e) Approval by written ballot shall be valid only when (1) the number of votes cast by ballot (including ballots that are marked "withhold" or otherwise indicate that authority to vote is withheld) within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting.
- (f) A written ballot may not be revoked.

- (g) The Corporation shall use commercially reasonable efforts to maintain the confidentiality of each Member's vote.

### **3.12. Inspectors of Election.**

- (a) The Board may appoint any persons other than candidates for office as inspectors of any election held by the Corporation, whether at a meeting or by written ballot. The number of inspectors will be either one or three, as determined by the Board. The inspectors must perform their duties impartially, in good faith, and as expeditiously as is practical.
- (b) The inspectors of election must perform the following duties:
  - (1) Determine the number of outstanding Memberships, the existence of a quorum, and the authenticity, validity, and effect of proxies and written ballots;
  - (2) Receive votes, ballots, or consents;
  - (3) Hear and determine all challenges and questions in any way arising in connection with the right to vote;
  - (4) Count and tabulate all votes, ballots, or consents;
  - (5) Determine the result;
  - (6) Do any other acts that may be proper to conduct the election or vote with fairness to all Members.
- (c) If there are three inspectors of election, the decision, act, or certificate of a majority is effective in all respects as the decision, act or certificate of all.
- (d) On request of the Chair, the inspectors of election shall make a written report concerning the performance of their duties and execute a certificate of any fact found by them. Any report or certificate made by the inspectors is prima facie evidence of the facts stated.

### **3.13. Record Date.** For purposes of establishing the Members entitled to receive notice of any meeting, entitled to vote at any meeting, entitled to vote by written ballot, or entitled to exercise any rights in any lawful action, the Board of Directors may, in advance, fix a record date. The record date so fixed for:

- (a) Sending notice of a meeting shall be no more than 90 or less than 10 days before the date of the meeting;
- (b) Voting at a meeting shall be no more than 60 days before the date of the meeting;
- (c) Voting by written ballot shall be no more than 60 days before the day on which the first written ballot is mailed or solicited; and
- (d) Taking any other action shall be no more than 60 days before that action.

**ARTICLE IV  
BOARD OF DIRECTORS, OFFICERS**

**4.01. General Powers of Board.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws regarding actions that require approval of the Members, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board's authority specifically includes, but is not limited to, the power to do the following:

- (a) Appoint and remove, at the pleasure of the Board, all agents and employees of the Corporation, including the Head Coach, prescribe their duties, and fix their compensation, subject to any contractual rights of such agents and employees;
- (b) Approve and ratify contracts and agreements on behalf of the Corporation.

**4.02. Number and Composition.** The Corporation will have 10 Directors, consisting of the following:

- (a) The President, Vice President, Treasurer, and Secretary (who may be referred to as the "Officers");
- (b) Three (3) Directors-at-Large; and
- (c) The Head Coach, Meet Director, and immediate past President, each of whom shall serve as an *ex officio* Director.

Each of these individuals may be referred to in these Bylaws as a "Director." Collectively, the Directors will be known as the Board of Directors. Each Director shall have one (1) vote.

**4.03. Qualification of Directors.**

- (a) Each Director (other than the Head Coach) must be a member of a Member Family in good standing who is at least 18 years of age.
- (b) No Director (other than the Head Coach) shall be an employee of the Corporation. No Director (other than the Head Coach) shall be a spouse or domestic partner of an employee of the Corporation. Each Member Family shall be limited to one Member on the Board of Directors at any time.
- (c) Notwithstanding any other provision of these Bylaws, no more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." An interested person is; (1) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as

Director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

**4.04. Terms of Office, Nomination, Election.**

- (a) All Directors and Officers, except for the *ex officio* Directors, shall be elected by the Members for those positions whose terms have expired. Each election shall be held at the Annual Meeting of Members or by written ballot, as determined by the Board.
- (b) Except as set forth below, each Director other than the *ex officio* Directors shall hold office for a term of two (2) years from the date of the Director's election, and until the Director's successor is elected under these Bylaws, with such terms staggered so that no more than five (5) terms expire in any one year. In order to preserve or correct staggered terms, the Board of Directors may designate a one-year-term for one or more Board positions that are to be filled at an election.
- (c) At least 60 days before any election to be held by written ballot, the Board shall solicit candidate nominations by publishing a list of the Director and Officer positions that are up for election, the relevant job descriptions, and a nominating form. The Board shall specify the date on which nominations must be received in order to be included on the ballot. Each nominee who meets the qualifications set forth in these Bylaws shall be included on the ballot as a candidate. The Board may authorize the candidates to submit statements of candidacy to be included on the ballot, subject to reasonable restrictions on length as determined by the Board in its discretion from time to time.
- (d) If an election is held at an Annual Meeting rather than by written ballot, any Member present at the meeting in person or by proxy may place names in nomination.
- (e) At each election, the candidates receiving the highest number of votes for each office shall be elected. Directors are eligible for reelection, provided they continue to meet the qualifications required these Bylaws, without limitation on the number of terms they may serve.

**4.05. Vacancies on Board.** A vacancy or vacancies on the Board of Directors shall occur in the event of any of the following:

- (a) The death, removal, or resignation of any Director;
- (b) The declaration by resolution of the Board of a vacancy in the office of a Director who:
  - (i) has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (ii) fails to attend four (4) or more annual or special meetings of the Board of Directors within the Director's

current term (unless excused by illness or family emergency); or (iii) no longer meets the qualifications set forth in Section 4.03 above.

- (c) The majority vote of the Members, provided that a quorum is present (but if the Corporation has fewer than 50 Members, the vote of a majority of all Members) to remove the Director(s);
- (d) The increase of the authorized number of Directors; or
- (e) The failure of the Members, at any meeting of Members at which any Director or Directors are to be elected, to elect the number of Directors required to be elected at such meeting.

**4.06. Resignation of Directors.** Except as provided below, any Director may resign by giving written notice to the chair of the Board, if any, or to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected Director or Directors.

**4.07. Filling Vacancies.** Except for a vacancy created by the removal of a Director by the Members, vacancies on the Board may be filled by approval of the Board or, if the number of Directors then in office is less than a quorum, by:

- (a) The unanimous written consent of the Directors then in office;
- (b) The affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code § 5211; or
- (c) A sole remaining Director. The Members may fill any vacancy not filled by the Directors.

**4.08. Responsibilities of President.** Subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and Officers. The President shall preside at all Members' meetings and at all Board meetings. The President shall have such other powers and duties as the Board or the Bylaws may require.

**4.09. Responsibilities of Vice President.** If the President is absent or disabled, the vice President shall perform all duties of the President. When so acting, the vice President shall have all powers of and be subject to all restrictions on the President. The vice President shall have such other powers and duties as the Board or the Bylaws may require.

**4.10. Responsibilities of Secretary.** The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings,

proceedings, and actions of the Board, of committees of the Board, and of Members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at Board and committee meetings; and the number of Members present or represented at Members' meetings. The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall keep or cause to be kept, at the Corporation's principal office or at a place determined by resolution of the Board, a record of the Corporation's Members, showing each Member's name, address, and class of Membership. The Secretary shall give, or cause to be given, notice of all meetings of Members, of the Board, and of committees of the Board that these Bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.

**4.11. Responsibilities of Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to the Members and Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times. The Treasurer shall:

- (a) Deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate;
- (b) Disburse the Corporation's funds as the Board may order;
- (c) Render to the President, chair of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and
- (d) Have such other powers and perform such other duties as the Board or the Bylaws may require.

**4.12. Compensation.** The Directors, except for the Head Coach, shall serve without compensation. The Board may authorize the advance or reimbursement of actual reasonable expenses incurred by a Director or Member of a committee in carrying out his or her duties.

**4.13. Contracts with Directors.**

- (a) No Director of this Corporation nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors are Directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation unless:
  - (1) The material facts regarding that Director's financial interest in such contract or transaction or regarding such common Directorship, officership, or financial

interest are fully disclosed in good faith and noted in the minutes, or are known to all Members of the Board prior to the Board's consideration of such contract or transaction;

- (2) Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of the interested Directors;
- (3) Before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- (4) The Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

- (b) This Section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (1) is approved or authorized by the Corporation in good faith and without unjustified favoritism and (2) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

**4.14. Loans to Directors and Officers.** This Corporation shall not lend any money or property to or guarantee the obligation of any Director or Officer without the approval of the California Attorney General, provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or Officer would be entitled to reimbursement for such expenses by the Corporation.

**4.15. Annual Meeting of Board.** Immediately after each annual meeting of Members, the Board shall hold a general meeting for purposes of organization and transaction of other business. Notice of this meeting is not required. Other general meetings of the Board may be held without notice at such time and place as the Board may fix from time to time.

**4.16. Special Meetings.** Special meetings of the Board may be called by the President, Vice-President, Secretary, or any two Directors-at-Large.

**4.17. Notice of Meetings.**

- (a) Unless the time and place of a Board meeting is fixed by the Board or by these Bylaws, notice of the time and place of the meeting shall be given to each Director by: (1) personal delivery of written notice; (2) first-class mail, postage prepaid; (3) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director; (4) facsimile; (5) electronic mail; or (6) other electronic

means. All such notices shall be given or sent to the Director's address or telephone number as shown on the Corporation's records.

- (b) Notices sent by first-class mail shall be deposited in the United States mail at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the meeting.
- (c) The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office. The notice need not specify the purpose of the meeting.

**4.18. Conduct of Meetings.**

- (a) The President shall preside over the meetings of the Board. If the President is unavailable, the Vice President shall preside. If the Vice President is unavailable, the Chair shall be selected by a majority of the Members present in person or by proxy.
- (b) The Secretary of the Corporation will act as the Secretary of all meetings of the Board. However, in the Secretary's absence, the President will appoint another person to act as Secretary of the meetings.

**4.19. Waiver of Notice.** Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

**4.20. Board Action Without Meeting.** Any action that the Board is required or permitted to take may be taken without a meeting if all Board Members consent in writing to the action; provided, however, that the consent of any Director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested Director" as defined in Corporations Code § 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

**4.21. Adjournment, Notice of Adjourned Meeting.** A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.



**4.22. Location of Board Meetings.** Meetings of the Board shall be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation.

**4.23. Meetings by Telecommunication.** Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if both the following apply:

- (a) Each Member participating in the meeting can communicate concurrently with all other Members.
- (b) Each Member is provided the means of participating in all matters before the Board, including the capacity to propose or to interpose an objection to, a specific action to be taken by the Corporation.

**4.24. Voting, Quorum.** Each Director shall be entitled to one (1) vote on any matter determined by the Board of Directors. A majority of the authorized number of Directors shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- (a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest;
- (b) Approval of certain transactions between corporations having common Directorships;
- (c) Creation of and appointments to committees of the Board; and
- (d) Indemnification of Directors, subject to the rights of Directors under Article 6 of these Bylaws.

A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

**4.25. Board Committees.** The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees, each consisting of two or more Directors and no one who is not a Director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate Members of any such committee, who may replace any absent Member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may do the following:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the Members or approval of a majority of all Members;
- (b) Fill vacancies on the Board or any committee of the Board;
- (c) Fix compensation of the Directors for serving on the Board or on any committee;
- (d) Amend or repeal Bylaws or adopt new Bylaws;
- (e) Amend or repeal any resolution of the Board;
- (f) Create any other committees of the Board or appoint the Members of committees of the Board;
- (g) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided for in Corporations Code §5233(d)(3).

**ARTICLE V  
RECORDS, INSPECTION, AND REPORTS**

**5.01. Books and Records.** The Corporation shall keep adequate and correct records of account and minutes of the proceedings of the Members and the Board of Directors. The Corporation shall also keep a record of its Members that includes their names and addresses, and (for Members who resign or whose Membership interest expires or is terminated) the date on which their Membership interest ceased. The Corporation's books, records and minutes shall be kept in written form or in any other form capable of being converted into written form.

**5.02. Inspection of Member Names, Addresses, and Voting Rights.**

- (a) Unless the Corporation provides a reasonable alternative as provided below, any Member may do either or both of the following for a purpose reasonably related to the Member's interest as a Member:
  - (1) Inspect and copy the records containing Members' names, addresses, and voting rights during usual business hours on five days' prior written demand on the Corporation, which must state the purpose for which the inspection rights are requested; or
  - (2) Obtain from the Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of Members who are entitled to vote for Directors as of the most recent record date for which that list has been compiled, or as of the date, after the date of demand, specified by the Member. The demand shall state the purpose for which the list is requested. The

Secretary shall make this list available to the Member on or before the later of 10 days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled.

- (b) The Corporation may, within 10 business days after receiving a demand under this Section, make a written offer of an alternative method of reasonable and timely achievement of the proper purpose specified in the demand without providing access to or a copy of the Membership list. An alternative method which reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made under subsection (a) shall be deemed a reasonable alternative, unless within a reasonable time after acceptance of the offer the Corporation fails to do those things which it offered to do. Any rejection of this offer must be in writing and must state the reasons the proposed alternative does not meet the proper purpose of the demand.
- (c) If the Corporation reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a Member, or if it provides a reasonable alternative under this Section, it may deny the Member access to the Membership list.
- (d) Any inspection and copying under this Section may be made in person or by the Member's agent or attorney. The right of inspection includes the right to copy and make extracts. This right of inspection extends to the records of any subsidiary of the Corporation.

**5.03. Members' Right to Inspect Accounting Records and Minutes.** On written demand on the Corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members, the Board of Directors, and committees of the Board at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

**5.04. Members' Right to Inspect Articles and Bylaws.** This Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date that shall be open to inspection by the Members at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any Member, furnish to that Member a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

**5.05. Directors' Inspection Rights.** Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, and documents of every kind, and to inspect the physical properties of the Corporation. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of books, records, and documents of every kind.

**5.06. Annual Report.** The Board shall cause an annual report to be sent to the Members and Directors within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The Corporation's expenses or disbursements for both general and restricted purposes;
- (e) An independent accountants' report or, if none, the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors and to any Member who requests it in writing. If the Board approves, the Corporation may send the report and any accompanying material sent pursuant to this section by electronic transmission.

**5.07. Annual Statement.** As part of the annual report to all Members, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail, deliver, or send by electronic transmission to each Member and furnish to each Director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction: (1) in which the Corporation, or its parent or subsidiary, was a party; (2) in which an "interested person" had a direct or indirect material financial interest; and (3) that involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
  - (1) Any Director or Officer of the Corporation, its parent, or subsidiary (but mere common Directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction, and, if practicable, the amount of that interest, provided that if the transaction

was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

- (b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director of the Corporation, unless that indemnification has already been approved by the Members under Corporations Code §5238(e)(2).

## **ARTICLE VI INDEMNIFICATION**

### **6.01. Definitions.** For the purpose of this article:

- (a) "Agent" means any person who is or was a Director, Officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this Corporation or of another enterprise at the request of the predecessor corporation;
- (b) "Proceeding" means any threatened, pending, or completed action or proceeding to which the Corporation or its agent is a party, whether civil, criminal, administrative or investigative; and
- (c) "Expenses" includes, without limitation, all attorneys' fees, costs and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article.

### **6.02. Successful Defense by Agent.** To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article 6 or in the defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 6.03 through 6.05 hereof shall determine whether the agent is entitled to indemnification.

### **6.03. Action Brought by Persons Other than the Corporation.** Subject to the required findings to be made pursuant to Section 6.05, below, this Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding.

**6.04. Action Brought by or on Behalf of the Corporation.** Except as provided in 6.02 above, the Corporation shall not be required to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation. Furthermore, except as provided in 6.02 above, the Corporation's authority to provide indemnification to such a person shall be subject to the following limitations:

- (a) Claims settled out of court. If an agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Furthermore, the agent shall receive no indemnification for any expenses incurred in defending against the proceeding unless it is settled with the approval of the Attorney General.
- (b) Claims and suits awarded against agent. If an agent is adjudged to be liable to the Corporation in the performance of the agent's duty to the corporation, the Corporation shall not provide indemnification unless:
  - (i) The determination of good faith conduct required by Section 6.05, below, has been made in the manner provided for in that section; and
  - (ii) The court in which the action was brought has determined that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

**6.05. Determination of Agent's Good Faith Conduct.** The indemnification granted to an agent in Sections 6.03 and 6.04 above is conditioned on the following:

- (a) Required standard of conduct. The agent seeking reimbursement must be found in the manner provided below to have acted in good faith, in a manner he or she believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.
- (b) Manner of determination of good faith conduct. The determination that the agent did act in a manner complying with subsection (a) above shall be made by:

- (i) The Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (ii) The Members by an affirmative vote of a majority of the Members represented and voting at a duly held meeting of Members at which a quorum is present, or by written ballot as provided in these Bylaws, provided, however, that the person to be indemnified shall not be entitled to vote; or
- (iii) The court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the attorney of the agent or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this Corporation.

**6.06. Limitations.** No indemnification or advance shall be made under this Article 6, except as provided in Sections 6.02 or 6.05(b)(iii) hereof, in any circumstance when it appears:

- (a) That the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification, or
- (b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**6.07. Advance of Expenses.** Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance, unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article 6.

**6.08. Contractual Rights of Non-Directors and Non-Officers.** Nothing contained in this Article 6 shall affect any right to indemnification to which persons other than Directors and Officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

**6.09. Insurance.** This Corporation shall have the right, and shall use its commercially reasonable efforts to, purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising from the Officer's, Director's, employee's, or agent's status as such.

## **ARTICLE VII AMENDMENT**

- 7.01. Amendment by Members.** New Bylaws may be adopted or these Bylaws may be amended or repealed by approval of the majority of the Members. Further, where any provision of these Bylaws requires the vote of a larger proportion of the Members than otherwise required by law, such provision may not be altered, amended or repealed except by the vote of such larger number of Members. No amendment may extend the terms of a Director beyond that for which such Director was elected.
- 7.02. Amendment by Directors.** Subject to the rights of Members under Section 7.1 and the limitations set forth below, the Board of Directors may adopt, amend or repeal Bylaws. Such power is subject to the following limitations:
- (a) The limitations set forth in above on the Members' power to adopt, amend or repeal Bylaws shall apply to actions by the Board of Directors.
  - (b) The Board of Directors may not amend a Bylaw provision fixing the authorized number of Directors or the minimum and maximum number of Directors.
  - (c) If any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise required by law, such provision may not be altered, amended or repealed except by vote of such larger number of Directors.
  - (d) The Board of Directors may not adopt or amend Bylaw provisions concerning the following subjects without the approval of the Members:
    - (i) any provision increasing the terms of Directors;
    - (ii) any provision allowing one or more Directors to hold office by designation or selection rather than election by the Members;
    - (iii) any provision giving the Board of Directors power to fill vacancies on the board created by removal of Directors;
    - (iv) any provision revising the quorum for Members' meetings or voting; and
    - (v) any provision repealing or restricting proxy rights or expanding proxy rights created by law.