

NON-PROFIT BYLAWS OF THE TRI-VALLEY PICKLEBALL CLUB

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The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of California and the Articles of Incorporation of the Tri-Valley Pickleball Club. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Act of California, said Non-Profit Corporation Act be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of The Club, it shall then be these Bylaws, which shall be the controlling.

ARTICLE 1 – NAME

The legal name of the Non-Profit Corporation / Organization shall be known as Tri-Valley Pickleball Club and shall herein be referred to as “The Club”.

ARTICLE 2 – PURPOSE

The general purposes for which The Club has been established are as follows:

The purpose for which The Club is formed is set forth in the attached Articles of Incorporation.

The Club is established within the meaning of the IRS Publication 557, Section 501(c)7 Organization of the Internal Revenue Code of 1986, as amended (the “Code”) or the corresponding section of any future federal tax code and shall be operated exclusively for this corporation as 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 public and charitable purposes. The specific purpose of this corporation is to:

- a) Collect membership fees and charitable contributions from members and the public at large to support and promote the sport of Pickleball for youth and adults in the Tri-Valley area, of Northern California
- b) Provide a fun and healthy recreational activity for its membership and guests while promoting exercise, development of skills, and enjoyment of Pickleball
- c) Sponsor activities to enhance the Pickleball experience through social, educational, and competitive events
- d) Act as a liaison between Tri-Valley Parks and Recreation departments and the membership to maintain, improve and enhance the Pickleball playing opportunities and facilities
- e) Provide an authoritative body to govern and conduct club competitions

At no time and in no event shall The Club participate in any activities which have not been permitted to be carried out by a 501(c)7.

ARTICLE 3 – OFFICES

The principal office of The Club shall be located at 1531 Klondike Place, Livermore, California 94550.

The Club may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of The Club may find a need for from time to time.

ARTICLE 4 – DEDICATION OF ASSETS

The properties and assets of The Club are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of The Club, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of The Club. Upon liquidation or dissolution of The Club, all remaining properties and liquid assets of The Club shall be distributed to its currently active members as required and pursuant to Section 501(c)7 of the Code.

ARTICLE 5 – BOARD OF DIRECTORS

Number and Qualifications

The Club shall be governed by a Board of Directors (the “Board”), which shall consist of a minimum of three (3) members and no more than nine (9) members. The number of Board members may be increased or decreased by the affirmative vote of all of the then serving Board of Directors. A board member need not be a resident of the State of California.

Board Compensation

The board shall receive no compensation other than to be reimbursed for reasonable expenses that have been approved by the Board. However, nothing in these Bylaws shall be construed to preclude any Board member from serving The Club in another capacity and receiving compensation for services rendered.

Board Elections

The Governance Committee, comprised of the President and a minimum of one appointee of the President, shall present nomination for new and renewing Board members at the October Board meeting. Recommendations from the Governance Committee shall be made known to the Board, in writing, before nominations are made and voted on by the board.

Term of Board

All appointments to the Board and their appointed duties shall be for a term of two (2) years. No person, other than the President, shall serve more than three (3) consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to one (1) additional term. Other than the President, no person shall serve more than four (4) consecutive terms. After serving the maximum number of terms on the Board, a member may be eligible for reconsideration as a Board member after one (1) term has passed since the conclusion of such Board member’s service.

Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgement of any court to have breached the duty pursuant to the Corporation Code and / or Act of the law dealing with the standards of conduct for a director
- c) A director has missed 3 consecutive meetings of the Board of Directors, or a total of 4 meetings of the Board during any one calendar year
- d) An increase in the authorized number of directors, or
- e) The failure of the directors, at any annual or other meeting of the directors at which director(s) are to be elected, to elect the full authorized number of directors

The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office, may remove any director, without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5 – Meetings that such an action would be considered at the meeting.

Except as provided in this paragraph, any director may resign effective upon giving written notice to the chairperson of the Board, the President of The Club, the Secretary of The Club, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of California is first notified, no director may resign when The Club would be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by a vote of all the directors then in office, whether or not the number of directors then in office is less than a quorum, or by vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director’s term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Resignation

Each Board member shall have the right to resign at any time upon written notice thereof to the Board Chair, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

Meetings

The Board's regular meetings shall be held at such time and place as shall be determined by the Board. The Chair or any three (3) regular Board members may call a special meeting of the Board with three (3) days written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meetings of the Board.

An annual meeting of The Club may be established by the Board each calendar year. Members in good standing are eligible to attend this meeting.

Minutes

The Secretary shall be responsible for recording all the minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Board Chair shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to The Club to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via regular mail, hand delivered, emailed, or faxed within 15 business days after the close of each Board meeting.

Action by Written Consent

Any action required by law to be taken at a meeting of the Board, or any actions that might be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting for the action so taken shall be signed by all Board members. Such consent shall be placed in the minute book of The Club and shall have the same force and effect as a unanimous vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures, electronic signatures, or other electronic "consent click" acknowledgements shall be effective as original signatures.

Quorum

At each meeting of the Board of Directors or Board Committee, the presence of a simple majority of persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Board Chair shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at the meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

ARTICLE 6 – OFFICERS

Officers and Duties

The Board shall elect officers of The Club which shall include a Chairperson (President and Chief Executive Officer), a Secretary, a Vice President (Chief Operating Officer), a Treasurer (Chief Financial Officer) and other officers as the Board may designate by resolution. The same person may hold any number of offices, except neither the Secretary nor the Treasurer may serve concurrently as the chairperson of the Board or President. In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which

may be required by law, Articles of Incorporation, or by these bylaws, subject to the control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

New officers will be selected by the Board at its end of year meeting, and shall serve the needs of the Board, subject to all the rights, if any, of any officer who may be under a contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under any contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the Board of Directors Chairperson, President and / or Secretary of The Club, without bias or predisposition to all rights, if any, of The Club under any contract to which said officer is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated withing the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance with the herein prescribed bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by the resolution of the Board of Directors.

President and Chief Executive Officer (Chairperson of the Board)

It shall be the responsibility of the Chairperson of the Board, hereinafter referred to as the President, when present, to preside over all meetings of the Board of Directors and Executive Committee. The President is authorized to execute, in the name of The Club, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by The Club. It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of The Club and shall see that all orders and / or resolutions of the Board are carried out to the effect intended. The Board of Directors may place the President under a contract of employment, where appropriate. The President shall be empowered to act, speak for, or otherwise represent The Club between meetings of the Board. The President shall be responsible for the hiring and firing of all personnel and shall be responsible for keeping the Board informed at all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The President, at all times, is authorized to contract, receive, deposit, disburse and account for all funds of The Club, to execute in the name of The Club all contracts and other documents authorized either generally or specifically by the Board to be executed by The Club, and to negotiate any and all material business transactions of The Club.

Vice President (Chief Operating Officer)

In the absence of the President, or in the event of his / her inability or refusal to act, it shall then be the responsibility of the Vice President to perform all of the duties of President, and in doing so shall have all the authority and powers of and shall be subject to all of the restrictions on, the President.

Secretary

The Secretary, or his / her designee, shall be the custodian of all records and documents of The Club, which are required to be kept at the principal office of The Club and shall act as secretary at all meetings of the Board of Director, and shall keep the minutes of all such meetings on file in hard copy or electronic format. She / he shall attend to the giving and serving of all notices of The Club and shall see that the seal of The Club, if any, is affixed to all documents, the execution of which on behalf of The Club under its seal is duly authorized in accordance with the provisions of these bylaws.

The secretary, or his / her designee, shall coordinate the publication of a periodic newsletter to the membership and all social media outreach.

Treasurer (Chief Financial Officer)

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all properties and business transaction of The Club, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of The Club, as may be ordered by the Board of Directors, and shall render to the Chairperson, President, and directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of The Club.

The Treasurer shall give The Club a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for the restoration to The Club of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement or removal from office. The Club shall pay the cost of such a bond.

ARTICLE 7 – COMMITTEES

Committees of Directors

The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws. Each such committee shall consist of one (1) or more directors. The Board may designate one or more alternative members of any committee who may replace any absent members at any meeting of the committee. The appointment of members or alternates members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution may:

- a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote
- b) Fill vacancies on, or remove members of, the Board of Directors or any committee that has the authority of the Board
- c) Fix compensation of the directors serving on the Board or on any committees
- d) Amend or repeal the Articles of Incorporation of bylaws or adopt new bylaws
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repeal able
- f) Appoint any other committees of the Board of Directors or their members
- g) Approve a plan of a merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of The Club otherwise than in the usual and regular course of its business; or revoke any such plan
- h) Approve any self-dealing transaction, except as provided pursuant to the law

Unless otherwise authorized by the Board of Directors, no committee shall compel The Club in a contract of agreement or expend The Club funds.

Meetings and Actions of Committees

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 5 – Board of Directors of these bylaws concerning meetings and actions of the directors, with such changes in the context of those bylaws as are necessary to substitute and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of the committees shall also be given to any and all alternate members, which shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with The Club records. The Board of Directors may adopt rules on consistent with the provisions of these bylaws for the governance of any committee.

ARTICLE 8 – STANDARD OF CARE

General

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of The Club and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of The Club whom the director deems to be reliable and competent in the matters presented,
- b) Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence, or
- c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence,

so long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8 – Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limitation of the following: any actions or omissions which exceed or defeat a public or charitable purpose to which The Club, or assets held by it, are dedicated.

Loans

The Club shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the California Attorney General; provided, however, that The Club may advance money to a director or officer of The Club or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent of that advance.

Conflicts of Interest

The purpose of the Conflict-of-Interest policy is to protect The Club's interest which it is contemplating entering into a transaction or arrangement that might benefit the private interest of one its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations / organizations and is not intended as an exclusive statement of responsibilities.

Restriction on Interested Directors

Not more than 20% (twenty percent) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently compensated by The Club for services rendered to it within the previous twelve (12) months, whether a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions in this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

Establishing a Conflict of Interest

In the event that a Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and / or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.
- b) The Chairperson of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board shall determine whether The Club can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of The Club, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with its determination.

Violations of Conflict-of-Interest Policy

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Procedures and Records

All minutes of the Board meetings, when applicable, shall contain the following information:

- a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- b) The names of persons who were present for the discussions and any votes relating to the transaction or agreement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

Acknowledgement of Conflict-of-Interest Policy

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms such person:

- a) Has received a copy of the conflict-of-interest policy;
- b) Has read and understands the policy;
- c) Has agree to comply with the policy; and
- d) Understands that The Club is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Violation of Loyalty – Self-Dealing Contracts

A self-dealing contract is any contract or transaction (i) between The Club and one or more of its Directors, or between The Club and any corporation, firm, or association in which one or more of the Director has a material financial interest ("Interested Director"), or (ii) between The Club and a corporation, firm, or association of which one or more of the Directors of The Club. Said self-dealing shall not be void or voidable because of such Director(s) of corporation, firm, or association are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves, or ratifies the self-dealing contract, if;

- a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Director in good faith (without including the vote of any membership owned by said interested Director(s));
- b) All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith – without counting the vote of the interest Director(s)-and the contract is just and reasonable as to The Club at the time it is authorized, approved, or ratified; or
- c) As to contracts not approved as provided in above sections (a) and / or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to The Club at the time it was authorized, approved, or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

Indemnification

To the fullest extent permitted by law, The Club shall indemnify its “agents” as described by law, which includes its directors, officers, employees and volunteers, and including persons formally occupying any such position, and their heirs, executors and administrators, against all expenses, judgements, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding”, and including any action by or in the right of The Club, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

To the fullest extent permitted by law, and, except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification in defending any “proceeding” shall be advanced by The Club of any undertaking by or on behalf of that person to repay such amount unless it is ultimately determined that the person is entitled to be indemnified by The Club for those expenses.

The Club shall have the power to purchase and maintain insurance on behalf of any agent of The Club, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such a capacity or arising out of the agent’s status as such, or to give other indemnification to the extent permitted by law.

ARTICLE 9 – EXECUTION OF CORPORATE DOCUMENTS

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon The Club.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of The Club, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of The Club, other corporate / organization instruments or documents, memberships in other corporations / organizations, and certificates of shares of stock owned by The Club shall be executed, signed and/or endorsed by the President.

All checks and drafts drawn on banks or other depositories on funds to the credit of The Club, or in special accounts of The Club, shall be signed by such person or persons as the Board of Directors shall authorize to do.

Loans and Contracts

No loans or advances shall be contracted on behalf of The Club and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of The Club may enter into any contract of execute and deliver any instrument in the name of and on behalf of The Club.

ARTICLE 10 – RECORDS AND REPORTS

Maintenance and Inspection of Articles and Bylaws

The Club shall keep at its principal office the original or a copy of its Articles of Incorporation and bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during business hours.

Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Club shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and the Committees of the Board. All such records shall be kept at a place or places as designated by the Board and the committees of the Board, or in the absence of such designation, at the principal office of The Club. The minutes shall be kept either in written or typed form, and other books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of The Club shall turn over to his or her successor or the Chairperson or President, in good order, such corporate / organization monies, books, records, minutes, lists, documents, contracts or other property of The Club as have been in the custody of such officer, employee, or agent during his or her term.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and physical properties of The Club and each of its subsidiary corporations / organizations. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts of documents.

Preparation of Annual Financial Statements

The Club shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in the conformity which generally accepted accounting standards, under supervision of the Audit Committee established by these bylaws. The Club shall make these financial statements available to the California District Attorney and members of the public for inspection no later than 60 days after the close of the fiscal year to which the statements relate.

Reports

The Board shall ensure an annual report is sent to all directors within 60 days after the end of the fiscal year of The Club, which shall contain the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year
- c) The expenses or disbursements of The Club for both general and restricted purposes during the fiscal year
- d) The information required by Non-Profit Corporation Act concerning certain self-dealing transactions involving more than \$50,000 or indemnifications involving more than \$10,000 which took place during the fiscal year

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized officer of The Club that such statements were prepared without audit from the books and records of The Club.

ARTICLE 11 – FISCAL YEAR

The fiscal year for The Club shall end on December 31.

ARTICLE 12 – MEMBERSHIP

Membership in The Club will be extended to anyone who completes an informational form and pays their dues within a given year. Membership is nondiscriminatory and is open to any adult (over the age of 18) interested in the sport of Pickleball. All members shall follow the Code of Conduct of USA Pickleball (U.S.A.P.) and the rules governing membership in The Club. Violations of the Code of Conduct and / or rules governing membership shall be subject to disciplinary action and possible termination of membership in The Club.

Dues

Annual dues in the amount set by the Board of Directors shall be due and payable January 1 of each calendar year. Assessments, as approved by the membership, shall be considered part of the annual dues.

Failure to pay the annual dues shall result in the termination of membership. A member's dues shall be considered in arrears and their membership suspended if payment is not received by February 15 of the due's year.

Dues will not be refunded for any reason.

Types of Membership

All memberships are individual. The Club does not offer family memberships. Members' children under the age of eighteen (18) may play when a family member is present.

All memberships will expire on December 31st.

The Board may institute limited lifetime memberships and / or other special memberships as it deems necessary, with specified expiration dates.

Member Disciplinary Action

All complaints must be in writing and sent to the Board of Directors for further review. If complaint is found to be valid, the board will take appropriate action up to and including termination of membership and expulsion from The Club for conduct unbecoming a member or acts in conflict with the purpose of The Club. This action must be affirmed by two-thirds (2/3) vote of the Board of Directors.

ARTICLE 13 – AMENDMENTS AND REVISIONS

These bylaws may be adopted, amended, or repealed by the vote of all of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations, therefore, is given in accordance with these bylaws. If any provisions of these bylaws require the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed by that greater vote.

ARTICLE 14 – CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular, and the term "person" includes a Corporation / Organization as well as a natural person. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

CERTIFICATE OF SECRETARY

I, Lori Dorsey, certify that I am the current elected and acting Secretary of The Club, and the above bylaws are the bylaws of this Corporation as adopted by the Board of Directors on December 30th, 2021 and that they have not been amended or modified since the above.

EXECUTED on this date of December 5th, 2021, in the County of Alameda in the State of California

Lori Dorsey

(Duly Elected Secretary)