

RESTATED  
BYLAWS

OF

OREGON GOLF ASSOCIATION  
an Oregon nonprofit corporation

ARTICLE I

Name

This corporation shall be known as the Oregon Golf Association.

ARTICLE II

Purpose; Corporate Rights and Interest

Section 2.1 Purpose.

The purposes of the Oregon Golf Association are:

(a) To provide amateur championship and other tournaments for amateur golfers; to facilitate development of golf courses in the State of Oregon and the counties in the State of Washington which border the Columbia River; to promote the interests of amateur golfers; and to do all things reasonable and necessary in the furtherance and promotion of the game of golf.

(b) To engage in any lawful activity for which nonprofit corporations may be organized under Chapter 65, Oregon Revised Statutes, except as limited in the corporation's Articles of Incorporation, and except as further limited by the follow provisions:

(i) This Association is organized exclusively for the purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law); and

(ii) Notwithstanding any other provision of these Bylaws, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law).

Section 2.2 Corporate Rights and Interests.

All rights and interests of this Association as a member, shareholder or otherwise in other corporations, partnerships, limited liability companies, ventures, organizations and entities shall be exercisable solely by the Board of Directors of this Association, except to the extent such authority is delegated by the Board of Directors to one or more of its officers either generally or with respect to specific matters.

## ARTICLE III

### Membership

#### Section 3.1 Membership.

(a) A Member shall be a "Golf Club" which is affiliated with a "Golf Facility". A "Golf Club" for the purpose of these Bylaws is an organization of at least twenty-five (25) individual members (each being 18 years of age or older) that operates under bylaws with committees (including a handicap committee), which Golf Club is located in the State of Oregon or in counties located in the State of Washington, which counties border the Columbia River. All Members shall be conditionally admitted by the Executive Director, subject to being formally elected in the discretion of the Board of Directors.

(b) An Associate Member shall be an organization of at least ten individual members (each being 18 years or older) that operates under bylaws with committees (including a handicap committee), which organization is located in the State of Oregon or in the counties located in the State of Washington which counties border on the Columbia River. An Associate Member shall not be a golf club and shall not be affiliated with a Golf Facility. An Associate Member shall have no voting privileges and shall not have the right to appoint a Director. All Associate Members shall be conditionally admitted by the Executive Director, subject to being formally elected in the discretion of the Board of Directors.

(c) A "Golf Facility" shall be a golf course consisting of at least nine (9) holes.

#### Section 3.2 Membership Lists.

The Secretary of the Association shall maintain at the principal office of the Association a membership list for the Association.

## ARTICLE IV

### Board of Directors

#### Section 4.1 Management.

The affairs of the Association shall be managed by a Board of Directors, and each member thereof individually shall be known as a Director.

#### Section 4.2 Appointment by Members.

Each Member shall, before the annual meeting of the Association, appoint a Director and advise the Secretary of the Association in writing the name, address and telephone number of the Director so appointed. No Golf Facility shall have the right to be represented by more than two (2) Directors. A Director shall hold office until the Member notifies the Association in writing that a successor Director has been appointed.

**Section 4.3 Appointment by President.**

The President of the Association shall appoint up to five (5) additional Directors at Large to serve on the Executive Committee. Each Director at Large shall be a member in good standing of a Member. Directors at Large shall have no vote as a Director of the Association on matters determined by the Board of Directors. The term for a Director at Large shall be one (1) year.

**Section 4.4 Vacancies.**

A Member shall be responsible for filling any vacancy caused by the death, resignation or removal of the Director appointed by the Member. The President shall be responsible for filling any vacancy caused by the death, resignation or removal of a Director at Large.

**Section 4.5 Annual Meetings.**

An annual meeting of the Board of Directors shall be held each year on a Friday during the months of January, February or March at a time and place selected by the Executive Committee. At the annual meeting the Board of Directors shall elect officers of the Association. Notice of annual meetings shall be given not less than twenty (20) days before the date of the meeting. Such notice may be given in any reasonable manner.

**Section 4.6 Special Meetings.**

Special meetings of the Board of Directors may be called by the President, Executive Director, Executive Committee, or upon written request by at least five (5) of the Directors (other than Directors at Large) setting forth the business to be conducted at the special meeting. Notice of special meetings shall be given to Members at least twenty (20) days before the meeting. Such notice may be given in any reasonable manner.

**Section 4.7 Place of Meetings; Other Means of Communication.**

All meetings of the Board of Directors shall be held at such place as is designated in the notice of meeting. Any or all Directors may participate in a regular or special meeting in person or by written ballot received by the Executive Director on or before 10:00 a.m., Portland, Oregon time, of the day of the meeting. A Director participating in a meeting by written ballot shall be deemed present in person at the meeting.

**Section 4.8 Notice of Meeting.**

Any notice of meeting, whether an annual or special meeting, shall include the items on the agenda, and in the case of a special meeting, the purpose or purposes for which the meeting is called.

**Section 4.9 Quorum.**

Twenty (20) Directors (excluding Directors at Large) shall constitute a quorum for the transaction of business of the Board of Directors.

## ARTICLE V

### Officers

#### Section 5.1 Designation and Qualification

The officers of the Association shall be a President, Vice President, Treasurer, and Secretary. All officers shall be Directors or Directors at Large and shall be members in good standing of a Member. Directors other than Directors at Large serving as officers shall retain their right to vote as Directors on matters presented to the Board of Directors.

#### Section 5.2 Election and Vacancy.

(a) The officers shall be elected by the Board of Directors.

(b) Officers except for the Secretary shall be nominated by the Nominating Committee. In addition, a nomination for an office other than Secretary may be made by written petition submitted to the Executive Director at least ten (10) days prior to the annual meeting, which petition shall be signed by at least five (5) Directors (other than Directors at Large).

(c) A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board of Directors, at any meeting, for the unexpired portion of the term in the manner prescribed in these Bylaws for regular elections to such office.

#### Section 5.3 Term.

Each officer other than the Secretary shall hold office for a term of one (1) year commencing immediately following the annual meeting of the Board of Directors in the year of election, and until his or her successor is elected. The President shall not serve more than three (3) consecutive terms.

#### Section 5.4 Removal.

An officer other than the Secretary may be removed, either with or without cause, by the Board of Directors.

#### Section 5.5 President.

The President shall preside at all meetings of the Board of Directors and the Executive Committee. The President shall have such other powers and perform such other duties as the Board of Directors or these Bylaws may prescribe.

#### Section 5.6 Vice President.

The Vice President shall exercise the functions of the President during the absence or disability of the President and shall have such other powers and discharge such other duties as may be assigned to him from time to time by the Board of Directors.

**Section 5.7 Secretary.**

The Secretary shall cause minutes to be kept of all meetings of the Board of Directors and of the Executive Committee. The Secretary shall cause appropriate notices to be given in accordance with these Bylaws, shall perform the customary duties pertaining to the office of Secretary, and shall perform such other duties as the Board of Directors or these Bylaws may prescribe. Unless otherwise determined by the Board of Directors, the Executive Director of the Association shall serve as Secretary.

**Section 5.8 Treasurer.**

The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

**Section 5.9 Executive Director.**

The Executive Committee shall hire an Executive Director of the Association on such terms and conditions as determined by the Executive Committee.

**ARTICLE VI**

**Committees**

**Section 6.1 Executive Committee.**

Except for the election of officers and except as otherwise provided in these Bylaws or at law, the affairs of the Association shall be governed by an Executive Committee consisting of not more than fifteen (15) persons. The President, Vice President, Treasurer, immediate past president of the Association, and the chairs of the Tournament, Junior Golf, Handicap, Public Links and Golf Course Acquisition and Usage Committees shall be members of the Executive Committee. The remainder of the Executive Committee shall be appointed by the President from the Board of Directors or as Directors at Large. The Executive Committee shall meet from time to time upon notice from the President or any five (5) members of the Executive Committee. Eight (8) members of the Executive Committee shall constitute a quorum. The Executive Committee shall have the power and duty to decide all questions not determined by the Board of Directors and the Bylaws subject to ratification by the Board of Directors.

**Section 6.2 Nominating Committee.**

The President shall appoint a Nominating Committee consisting of three (3) Directors or Directors at Large at least sixty (60) days prior to the annual meeting. One Member of the Nominating Committee shall be designated Chairman by the President. The Nominating Committee so appointed shall nominate a candidate for each office whose term expires at the annual meeting for election by the Board of Directors. The Nominating Committee shall meet within fifteen (15) days after their appointment for the purposes set forth in this section. The names of the candidates nominated by the Nominating Committee shall be furnished to all Directors and Directors at Large in writing at least twenty (20) days prior to the annual meeting of the Board of Directors.

**Section 6.3 Other Committees.**

The President or the Executive Committee may designate Committees, each of which shall consist of at least one member of the Executive Committee. Committees shall have and exercise only the authority assigned to them by the President or Executive Committee and shall at all times be subject to the authority of the Board of Directors.

**Section 6.4 Executive Committee Minutes.**

Each committee shall keep written minutes of its meetings which shall be transmitted to the Executive Director. At least once each year, each committee shall report to the Board of Directors on its work. The Executive Director shall forward to all Directors minutes of meetings of the Executive Committee.

**ARTICLE VII**

**General Provisions**

**Section 7.1 Compliance.**

Election to membership in the Association shall obligate each Member to abide by these Bylaws and rules of the Association.

**Section 7.2 Expulsion.**

(a) Refusal or neglect by any Member to comply with these Bylaws and/or rules of the Association or with duly adopted resolutions of the Board of Directors or Executive Committee shall be grounds for suspension or expulsion by a two-thirds (2/3) vote of the Executive Committee. A suspended or expelled Member may appeal to the Board of Directors at the next annual or special meeting, at which time a two-thirds (2/3) vote of the Directors shall determine the matter conclusively.

(b) No Member shall be suspended or expelled without notice in writing and an opportunity having been given to be heard.

(c) Should an individual member of a Golf Club be guilty of conduct prejudicial to the best interests of the Association and/or the game of golf, said individual, by a two-thirds (2/3) vote of the Executive Committee, may be barred from participating in any competition sanctioned by the Association, provided (1) that such individual shall be given reasonable previous notice of the charges and an opportunity for a hearing; and (2) that a copy of such charges shall be furnished each member of the Executive Committee along with the call for the meeting to act thereon; and provided further that said individual shall have the right to appeal to the next annual or special meeting of the Board of Directors, at which time a two-thirds (2/3) vote of the Directors shall determine the matter conclusively.

## ARTICLE VIII

### Indemnification, Insurance and Limitation of Liability

#### Section 8.1 Indemnification.

The Association shall indemnify to the fullest extent not prohibited by law any Indemnified Person (as hereinafter defined) who was or is a party or is threatened to be made a party to any Proceeding (as hereinafter defined) against all expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Person in connection with such Proceeding.

#### Section 8.2 Advancement of Expenses.

Expenses incurred by an Indemnified Person in defending a Proceeding shall in all cases be paid by the Association in advance of the final disposition of such Proceeding at the written request of such Indemnified Person, if the Indemnified Person furnishes the Association:

(a) A written affirmation of the Indemnified Person's good faith belief that such Indemnified Person is entitled to be indemnified by the Association under this Article or under any other indemnification rights granted by the Association to such Indemnified Person; and

(b) A written undertaking by or on behalf of such Indemnified Person to repay such advance to the extent it is ultimately determined by a court that such Indemnified Person is not entitled to be indemnified by the Association under this Article or under any other indemnification rights granted by the Association to such Indemnified Person.

Such advances shall be made without regard to the Indemnified Person's ability to repay such advances and without regard to the Indemnified Person's ultimate entitlement to indemnification under this Article or otherwise.

#### Section 8.3 Definitions.

(a) The term "Indemnified Person" shall mean any person who is or was (i) a Director, a Director at Large, an officer, a member of a committee, an employee or, to the extent authorized by the Executive Committee in the specific case, an agent of the Association, (ii) a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Association, or (iii) serving at the request of the Association as a director, officer or fiduciary of an employee benefit plan of another corporation, partnership, joint venture, trust or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advance of expenses can be provided under this Article.

(b) The term "Proceeding" shall include any threatened, pending or completed action, suit or proceeding, whether brought in the right of the Association or otherwise and whether of a civil, criminal, administrative or investigative nature, in which an Indemnified Person may be or may have been involved as a party or otherwise by reason of the fact that the person is an Indemnified Person.

**Section 8.4 Non-Exclusivity and Continuity of Rights.**

The indemnification and entitlement to advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation or any statute, agreement, general or specific action of the Executive Committee, Board of Directors, or otherwise, shall continue as to a person who has ceased to be a person described within the definition of Indemnified Person, shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person and shall extend to all claims for indemnification of advancement of expenses made after the adoption of this Article. The Association may enter into agreements to indemnify any Indemnified Person.

**Section 8.5 Amendments.**

Any repeal of this Article shall only be prospective and no repeal, amendment or modification hereof shall adversely affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act that is the cause of any Proceeding.

**Section 8.6 Limitation of Liability.**

The civil liability of Directors, Directors at Large, and officers shall be limited to the fullest extent permitted under the Oregon Nonprofit Corporation Act.

**Section 8.7 Insurance.**

The Association shall, if available, purchase and maintain in effect a policy or policies of insurance covering any liability of Directors, Directors at Large, officers, employees and agents of the Association, regardless of whether the Association would have the power to indemnify such persons against the liability so insured.

**ARTICLE IX**

**Amendments**

These Bylaws may be amended or repealed or new Bylaws adopted upon receiving the affirmative vote of two-thirds (2/3) of the Directors at any regular or special meeting, provided, that written notice of any proposed amendment shall have been mailed to each Member at least twenty (20) days prior to such meeting.

The foregoing Restated Bylaws were adopted at the annual meeting of the Association this 8th day of March, 1996.

These bylaws were amended at the annual meeting of the Association on the 12<sup>th</sup> day of March, 1999.

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Executive Director  
Secretary