

**BYLAWS OF  
LAKE WILDERNESS PRESERVATION  
ASSOCIATION  
A Nonprofit Corporation**

Bylaws approved on January 22, 1994  
Bylaws amended on November 22, 1997  
(Article IV – 4.3.1)  
Bylaws amended on January 8, 2003  
(Article V – 5.2)  
Bylaws amended on November 12, 2005  
(Article III – 3.1, 3.2, 3.4, 3.9, and 3.12,  
Article IV – 4.4, 4.5, 4.9, and 4.11,  
Article V – 5.6 and 5.7  
Article VI – 6.1)  
Bylaws amended on January 23, 2010  
(Article III – 3.5)  
Bylaws amended on July 17, 2011  
(Article IV – 4.3.1 and  
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## **ARTICLE I**

### **Purposes**

This association is organized exclusively for social welfare purposes within the meaning of 501 (c) (4) of the Internal Revenue Code of 1986 as amended. Without limiting the generality of the foregoing, the following purposes are specifically stated.

- To improve and promote the safety, health and environment of Lake Wilderness and its watershed.
- To increase the community's awareness of the ecology of Lake Wilderness and its watershed.

## **ARTICLE II**

### **Offices**

The board member designated as the registered agent for the association and/or the location in the State of Washington of the registered office of the association may be changed from time to time by the Board of Directors upon filing such notices as may be required by law.

## **ARTICLE III**

### **Membership**

3.1 **Regular Members .**

The regular members of the association shall consist of any persons of voting age who pays the annual dues.

3.2 **Honorary Members.**

The association may offer non-voting memberships to persons who do not meet the requirements of regular or associate members on such terms and conditions as the Board of Directors may establish from time to time. Government entities who own tax lots abutting Lake Wilderness may be offered the type of membership if not electing to become regular members.

3.3 **Voting Rights**

Regular member in good standing living within the city limits of the Maple Valley shall be entitled to one vote on each matter submitted to a vote of the membership. The term “member in good standing” shall mean regular member having paid applicable dues in full for the current year. Households of more than one person, a corporation, an association, or a government entity may designate one person of voting age to become a regular member.

3.4 **Transfer of Membership.**

Membership in this association is not transferable or assignable.

3.5 **Annual Meeting.**

The annual meeting of the association shall be held on a date designated by the Board of Directors for the purpose of electing new directors, and for the transaction of such other business as may properly come before the meeting.

3.6 **Regular Meeting.**

The Association shall hold regular meetings for the competent management of the affairs of the association at a time and place agreed upon by the Board and proper notice as described in 3.8 has been given of such meeting.

3.7 **Special Meetings.**

Special meetings for the association may be called by the Board of Directors at any time after proper notice as described in 3.8 has been given.

3.8 **Notice of Meetings.**

Notice of all membership meetings stating the time, place and purpose shall be delivered not less than ten (10) days not more than fifty (50) days before the date of the meeting, either personally, by mail or by electronic mail (email) to each member entitled to vote at such meeting, or providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten (10) days prior to the next regular meeting.

3.9 **Waiver of Notice.**

Whenever any notice is required to be given to any member of the association by the Articles of Incorporation, by the Bylaws, or by the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.10 **Quorum.**

The membership present at a meeting shall constitute a quorum for the transaction of business. The act of the majority of the membership present at a meeting shall

be the act of the membership. At any meeting of the membership any business may be transacted and the association may exercise all of its power.

3.11 **Dues.**

Annual membership dues for all types of membership shall be set by the Board of Directors. Dues paid in the last quarter of the year shall apply to the dues for the following year.

3.12 **Absentee Ballots.**

Absentee ballots may be obtained from the President for members to cast their votes on items on the agenda for a meeting.

## **ARTICLE IV**

### **Board of Directors**

4.1 **Powers and Duties.**

The Board of Directors shall be responsible for the management of the association and subject to any restrictions imposed by law, the Articles of Incorporation and these bylaws, and may exercise all the powers of the association.

4.2 **Number and Designation of Directors.**

The Board of Directors shall consist of the President, Vice President, Secretary, Treasurer and three (3) directors.

4.3 **Election and Term of office.**

The directors shall be elected by the regular membership every year at the annual meeting. A director's term of office shall be one year beginning on January 1 following the annual meeting.

**4.3.1 Amendment to 4.3**

A director's term of office will be two years beginning at the next directors meeting following the annual meeting where they were elected. An election will be held every year with three directors being elected in one year and four directors being elected in the following year, thus providing staggered terms for the seven directors.

4.4 **Eligibility.**

All members in good standing who maintain residence within the city limits of the city of Maple Valley are eligible for election to the Board of Directors. A majority of board members shall be required to live within the watershed of Lake Wilderness. At most one member from each household shall be eligible for election to the Board.

4.5 **Vacancies.**

The terms for a director shall terminate:

- (a) Upon delivery of written notice of his or her resignation to the board of directors,
- (b) Upon his or her death,
- (c) Upon his or her removal from office by affirmative vote of two-thirds for the regular members at any regular, annual or special meeting called for that purpose.
- (d) Upon missing three (3) or more consecutive meetings and with the consent of the Board of Directors

Vacancies in the office of director maybe filled by election of the board of directors at a board meeting. Directors thus elected to fill any vacancy shall hold office for the un-expired term of his or her predecessor and until his or her successor is elected.

4.6 **Committees of the Board.**

The Board of Directors by resolution adopted by a majority of the directors in office may designate and appoint one or more committees subject to the overall authority of the Board.

4.7 **Regular Meetings.**

The Board shall hold regular meetings for the competent management of the affairs of the association at a time and place agreed upon by the Board.

4.8 **Special Meetings.**

Special meetings of the Board may be called by the President at any time after proper notice has been given to each director and officer.

4.9 **Notice of Meetings.**

Written notice of all meetings stating the time, place, and purpose shall be served personally upon each officer and director at least ten (10) days and not more than fifty (50) days prior to the date of such meeting, or by providing each officer and director with the adopted schedule of meetings for the ensuing year at any time after the annual meeting and ten days prior to the next regular meeting. Notice by mail is deemed effective if deposited in the United States Mail with proper postage affixed and addressed to the director or officer's address as shown in the records of the association, at least ten days prior to the meeting date. Notice provided by electronic mail to email address provided by member shall also be sufficient.

4.10 **Quorum.**

A majority of the Board of Directors shall constitute a quorum for the transaction of business. The act of the majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. At any meeting of the Board of the Directors at which a quorum is present, any business may be transacted and the Board may exercise all of its powers.

4.11 **Action without a Meeting.**

Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing setting forth all action so taken is signed by all the directors and officers entitled to vote thereon, or by verbal agreement (telephone) with written confirmation or by electronic mail. Such consent shall have the same force and effect as unanimous vote.

4.12 **Waiver of Notice.**

Whenever any notice is required to be given to any member of the Board of Directors of the association by the Articles of Incorporation, by the Bylaws, or by the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

## **ARTICLE V**

### **Officers**

5.1 **Positions.**

The officers of the association shall be the President, Vice President, Secretary and Treasurer who shall also be Directors of the association.

5.2 **Election and Term of Office.**

The officers shall be elected by the Directors each year at the first Board meeting following the annual meeting when new directors were selected. The Officers term of office shall be one year beginning at this first Board meeting with new directors.

5.3 **Vacancies.**

The term of an officer shall terminate as described in Article 4.5.

5.3.1 Vacancies in the office of the President shall be filled by the Vice President. The new President shall hold office for the un-expired term of his or her predecessor and until his or her successor is elected.

5.3.2 Vacancies in the office of the President, Secretary or Treasurer may be filled by one of the Directors of the association selected by the affirmative vote of two-thirds of the remaining officers and directors though such remaining directors constitute less than a quorum of the Board of Directors. Officers thus elected to fill any vacancy shall hold office for the un-expired term of his or her predecessor and until his or her successor is elected.

5.4 **President.**

The President shall preside at all meetings of the Board of Directors and the general meetings. The President shall have and exercise overall charge and



supervision of the affairs of the association and shall do and perform such other duties as may be assigned by the Board of Directors.

5.5 **Vice President.**

At the request of the President, or in the event of the President's absence or disability, the Vice President shall perform the duties and exercise the powers of the President.

5.6 **Secretary.**

The Secretary shall have charge of the books and records of the association and such other records as the Board of Directors may direct. The Secretary shall attend and keep minutes of all meetings of the Board of Directors and membership.

5.7 **Treasurer.**

The Treasurer shall have custody of all of the funds, property and securities of the association subject to such requirements as may be imposed by the Board of Directors. The Treasurer shall keep regular books of account of the fiscal affairs of the association. The Treasurer shall cause to be deposited and invested all funds in the name of the association in such depositories as may be designated by the Board of Directors. The Treasurer shall also keep a record containing the names of members of the association and Board of Directors showing their places of residence.

## **ARTICLE VI**

### **Administrative Provisions**

6.1 **Fiscal Year.**

The fiscal year of the association shall begin on January 1 and end on December 31 of the same year.

6.2 **Loans Prohibited.**

No loans may be made by the association to any person or organization.

6.3 **Books and Records.**

The association shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and any committees thereof. All books and records may be inspected by any regular member at any reasonable time.

6.4 **Amendments to Bylaws.**

These bylaws may be amended or appealed by the affirmative vote of absentee ballot of the membership at any annual, regular or special meeting called for that

purpose if notice of the proposed alteration or amendment is contained in the notice of meeting.

6.5 **Contracts.**

The Board of Directors may authorize any agent to enter into any contract or execute any instrument in the name of and on behalf of the association, as approved by the membership.

6.6 **Deposits.**

All funds of the association not otherwise employed shall be deposited in a timely manner by the association in such banks or other depositories as the Board of Directors may designate.

6.7 **Checks, Drafts and Money Orders.**

All checks, drafts or orders for the payment of monies shall be signed by two of the officers of the association. No payment of money shall be made unless authorized by the Board of Directors.

6.8 **Procedure.**

On questions of parliamentary procedure not governed by law or bylaws, Robert's Rules of Order, shall govern.

## **ARTICLE VII**

### **Indemnification / Liability**

Section 1. Limitation of Liability. A director shall have no liability to the corporation for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director or a knowing violation of law by the director, or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

Section 2.

A. Right to indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer, he or she is or was

serving at the request of the corporation as a director, trustee, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the corporation, to the full extent permitted by applicable law as then in effect, against all expense liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in part B of this Article with respect to proceedings seeking solely to enforce rights to indemnification, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only as such proceeding (or part thereof) as authorized by the board of directors of the corporation. The right to indemnification conferred in this Part A shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this part A or otherwise.

**B. Right of Claimant to bring Suit.** If a claim for which indemnification is required under part A of this Article is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim or expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the corporation), and thereafter the corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the corporation (including its board of directors, independent legal counsel or its members, if any) to have made a

determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the corporation (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

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

D. Insurance, Contracts and Funding. The corporation may maintain insurance at its expense, to protect itself and any director, trustee, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporation. The corporation may, without further membership action, enter into contract with any director or officer of the corporation in the furtherance of the provisions of the Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure that payment of such amounts as may be necessary to effect indemnification as provided in this Article.

E. Indemnification of Employees and Agents of the Corporation. The corporation may by action of its board of directors from time to time, provide indemnification and pay expense in advance of the final disposition of a proceeding to employees and agents of the corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

## **ARTICLE VIII**

### **Nonprofit and Exempt Activities**

Notwithstanding any other provision of the Bylaws, no director or officer shall take any action or carry on any activity by or on behalf of the corporation which would jeopardize its status as a nonprofit corporation or its exempt status as a social welfare organization

organized and operated under 501(c)(4) of the Internal Revenue Code of 1986, as amended.

\_\_\_\_\_, being Secretary of the Lake Wilderness Preservation Association, hereby certifies that the foregoing Bylaws were duly adopted by the membership and Board of Directors on \_\_\_\_\_, 2011.

\_\_\_\_\_  
Secretary