

BYLAWS OF CABIN FEVER QUILT CLUB

ARTICLE I
GENERAL PROVISIONS

Section 1. Name. The name of this Washington nonprofit corporation is CABIN FEVER QUILT CLUB ("Club"). The principal office of the Club shall be located in the County of Jefferson, State of Washington at such place or places the Board of Directors may designate from time to time.

Section 2. Definitions. Unless expressly indicated to the contrary, the terms used herein shall have the following meanings:

- (a) The WNPC Act. The Washington Nonprofit Corporation Act, as the same may be amended or recodified from time to time, as referred to herein as the "WNPC Act."
- (b) Member. A Member shall be any person desiring to join, pay dues, and support the purpose of the Club.
- (c) Board of Directors ("Board"). The Board of Directors shall consist of at least five (5) but not more than seven (7) officers, to include the President(s), Vice President(s), Treasurer and Secretary, and such other officers as the Board may appoint from time to time.
- (d) Purpose. The Club has been formed for the purpose set forth in Article III of the Articles of Incorporation.
- (e) Articles of Incorporation ("Articles"). The term "Articles" referred to within these bylaws shall be understood to be the Articles of Incorporation.

ARTICLE II
MISSION STATEMENT

To share experience and quilting knowledge, to encourage the making of quilts and related items, and to study quilting techniques and patterns through educational classes, meetings, and travel.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualifications. Prospective Members should attend at least one Business Meeting as guests of the Club. If the guest is interested in becoming a member, a Welcoming Committee volunteer will outline the responsibilities of membership. Upon payment of dues, the new member will receive a Membership pamphlet outlining the purposes of the Club, Meeting times and locations and responsibilities of Membership.

Section 2. Transfer of Membership. The membership in the Club shall be non-transferable.

Section 3. Voting Rights. Each member who is currently in good standing shall be entitled to one vote at membership meetings of the club. Cumulative voting, although permissible in the State of Washington, shall not be allowed in this corporation.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Place of Meeting. Business meetings of the Club shall be held every first Monday of the month unless that day is a holiday, in which event the Board of Directors may designate another date for such meeting. All meetings of the members shall be held at such place in Jefferson County, Washington as the Board of Directors may from time to time designate.

Section 2. Annual Meeting of Members. Annual Meetings of the Members shall be held on the first Monday of December of each calendar year. The time and place of the Annual Meeting shall be fixed by the Board. At each Annual Meeting there shall be elected a Board of Directors by show of hands of the Members, in accordance with the requirements of these bylaws. The Members may also transact such other business of the Club as may properly come before them at such Annual Meetings.

Notice of each Annual Meeting shall be given to each Member by the Secretary in the manner herein provided. All such notices of any Annual Meeting shall be sent to each Member not less than ten (10) days, and not more than fifty (50) days before such Meeting and shall specify the place, the day and the hour of such Meeting, and shall generally state those matters which the Board, at the time of mailing of notice, intends to present for action by the Members (but any proper matter may be presented for action at such Meeting). The notice of any Meeting at which Directors are to be elected shall include the names of those who are nominees at the time the notice is sent to Members.

Section 3. Special Meetings. Special Meetings of the Members, for any purpose or purposes whatsoever, may be called at any time by a majority of the Board or by Members representing twenty-five percent (25%) or more, of the total voting power of all Members. Notice of such Special Meetings shall be given in the same manner as for Annual Meetings (except as hereinafter stated) and may be given by any person or persons entitled to call such Meetings. Notices of any Special Meetings shall specify in addition to the place, day and hour of such Meetings the general nature of the business to be transacted (and no other business may be transacted). Notwithstanding the foregoing, in special cases where the Board feels that action must be taken by the

Club in less than ten (10) days time, the Notice of Special Meeting may be given telephonically or by electronic means to all Members then in good standing.

If a Special Meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted and shall be delivered personally or sent by registered or certified mail or by electronic means to the President, the Vice President, or the Secretary of the Club. The officers receiving the request shall cause notice to be promptly given to the Members entitled to vote that the Meeting will be held, and the date and location for such Meeting. If the notice is not given within twenty (20) days after receipt of the request, the Members requesting the Meeting may give the notice.

Section 4. Notice of Certain Agenda Items. If action is proposed to be taken at any Meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s): (i) Removing a Director without cause; (ii) Amending the Articles; or (iii) approving a contract or transaction in which a Director has a material financial interest.

Section 5. Manner of Giving Notice. Notice of any special Meeting of the Members shall be given either personally or by first-class mail, electronic communication, addressed to each Member at the address given by the Member to the Club for the purpose of notice. If no address appears on the Club's books and no other has been given, notice shall be deemed to have been given if notice is sent to that Member by first-class mail or electronic communication to the last known address. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by electronic communication. An affidavit of the mailing or other means of giving any notice of any Members' Meeting may be executed by the Secretary or any other officer of the Club giving the notice, and if so executed, shall be filed and maintained in the minute book of the Club. If notification is provided by electronic means, copies thereof shall be filed and maintained in the minute book of the club.

Section 6. Adjourned Meetings and Notices Thereof. Any Membership Meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the affirmative vote of a majority of the votes entitled to be cast and represented at such Meetings in person or by proxy, but in the absence of a quorum, no other business may be transacted at any such Meeting unless these Bylaws or the Articles otherwise provide.

When any Membership Meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the reconvening of the adjourned Meeting shall be given as in the case of the original Meeting so adjourned. Except as aforesaid, it shall not be necessary

to give any notice of an adjourned Meeting, other than by an announcement at the Meeting at which such adjournment is taken.

Section 7. Quorum. The presence either in person or by proxy at a Business, Annual or Special Meeting of Members representing and entitled to cast at least ten (10%) per cent of the total voting power of the Membership shall constitute a quorum for any action by the Members, unless a different requirement is imposed by these Bylaws or the Articles. A majority vote of the Members present at a Meeting at which a quorum is present shall prevail at such Meetings, unless a different percentage is required by these Bylaws. Subject to the provisions of Section 4 of this Article IV and unless otherwise expressly authorized by these Bylaws, all actions required or permitted to be taken by the Members may be taken only at a regularly scheduled Business Meeting or at a duly called and properly noticed Annual or Special Meeting at which a quorum is present. The Members present at any such Meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members so that less than a quorum is present if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. If any Meeting cannot be held because a quorum is not present, a majority of the Members present either in person or by proxy and entitled to vote, may adjourn the Meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original Meeting was called.

Section 8. Consent of Absentees. The actions taken at any regularly scheduled Monday Meeting or Special or Annual Meeting of Members, however called and noticed, shall be as valid as though held at a Meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the Meeting, each of the Members entitled to vote and not present in person or by proxy, signs a written waiver of notice, or a consent of the holding of such Meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special Meeting of Members, except that if action is taken or proposed to be taken for approval of any of the matters specified in Section 4 of Article III, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the Meeting.

Section 9. Waiver by Attendance. Attendance by a Member at a Meeting shall also constitute a waiver of notice of that Meeting, except when the Member objects at the beginning of the Meeting to the transaction of any business due to the inadequacy or illegality of the notice. Also, attendance at a Meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the Meeting, if that objection is expressly made at the Meeting.

Section 10. Action without Meeting. Any action, other than the election of Directors, which under the provision of the WNPC Act may be taken at a Meeting of the Members, may be taken without a Meeting and without prior notice if (a) the written ballot is distributed to every Member entitled to vote, and providing an opportunity to specify approval or disapproval of each order of business proposed to be acted upon by the Club is given, (b) the required number of signed approvals in writing, setting forth the action to be taken, is received, (c) the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a Meeting authorizing the action, and (d) 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 ballots cast.

All ballot solicitations shall indicate the number of responses needed to meet the quorum requirement and with respect to ballots other than for the election of directors, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted and that a ballot received within the specified time will be cast in accordance with the choice(s) specified by the Member casting the ballot.

Any Member casting a ballot, or the proxy-holders of a Member or or a personal representative of the Member or their respective proxy-holders, may revoke the ballot, or substitute another, by a writing received by the Club prior to the time specified in the solicitation pursuant to the preceding paragraph, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary.

Section 11. Record Date. The Board of Directors may fix a date in the future as a record date for the determination of the Members entitled to notice of and to vote at any Meeting of Members. The record date so fixed shall not be more than sixty (60) days prior to such action or Meeting. When a record date is so fixed, only Members of Record on that date shall be entitled to notice of and to vote at the Meeting, notwithstanding any transfer of or issuance of membership certificates on the books of the Club after the record date.

If no Record Date is fixed in accordance with the provisions of the preceding paragraph, the record date for determining those Members entitled to receive notice of, or to vote at, a Meeting of Members shall be the next business day preceding the day on which notice is given, or, if notice is waived, the next business day preceding the day on which the Meeting is held. The record date for determining those Members entitled to vote by ballot on corporate action without a Meeting, when no prior action by the Board has been taken, shall be the day on which the first written consent is given. When prior action of the Board has been taken, it shall be the day on which the Board adopts the resolution relating to that action. For purposes of this paragraph and the preceding paragraph, a person holding

membership as of the close of business on the record date shall be deemed the Member of record.

Section 12. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Club prior to the commencement of the Meeting at which the proxy is to be exercised.

ARTICLE V
DIRECTORS

Section 1. Number, Qualifications, Term of Office. The affairs of the Club shall be managed by a Board of Directors of no less than five (5) nor more than seven (7) Directors. The initial Board of Directors shall be as set forth in the Articles of Incorporation. The immediate past President shall serve as a consultant to the Board at their request.

Section 2. Removal and Vacancies. The entire Board or any individual Director may be removed from office, with or without cause, at any duly called, noticed, and held annual or special meeting of the Members, at which a quorum is present, by a majority of the votes present at such meeting either in person or by proxy. A vacancy on the Board created by the removal of a Director shall be filled by a majority of the remaining Directors at a Meeting of the Board. Each Director so appointed (or elected) shall hold office until his successor is elected at an annual meeting of Members or at a special meeting duly called for that purpose. A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Directors.

In the event that any member of the Board shall be absent from four (4) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said fourth absence occurs, declare the office of said absent Director to be vacant.

Section 3. Place of Meeting. All meetings of the Board shall be held in within Jefferson County at a place the Board shall designate. Regular meetings of the Board shall be held on the first Monday of each quarter (January, April, July, September), immediately following the regularly scheduled Membership meeting. In the event such day shall fall on a holiday, such meeting shall be held at the same time and place the succeeding Monday thereafter which is not a legal holiday or at such other time or place as may otherwise be designated by the Board.

Section 4. Special Meetings. Special meetings of the Board for any purpose or purposes may be called by written notice at any time by

the President, or if he or she is absent or unable or refuses to act, by the Vice President or by any two Directors.

Notice of the time and place of special meetings and of the nature of any special business to be considered shall be given to each Director either (a) by written notice given by first-class mail or at least three (3) days prior to the scheduled time of such meeting, or (b) by telephone notice or written notice delivered personally or by electronic means at least twenty-four (24) hours prior to the meeting.

Whenever any Director has been absent from any special meeting of the Board and notice of such meeting has been duly given to such Director, an entry in the minutes to the effect that notice has been duly given shall be made.

Section 5. Meetings by Telephone. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, and any member of the Board may participate by conference telephone or similar communications equipment in a meeting at which other Members of the Board are physically present, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

Section 6. Quorum Requirement, Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice. If a quorum is present, unless a quorum is expressly not required pursuant to these Bylaws, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 7. Action without Meeting. Any action required or permitted to be taken by the Board by law or according to the Articles or according to these Bylaws may be taken without a meeting, if all Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board, and shall have the same force and effect as a unanimous vote of such Directors.

Section 8. Quorum. A majority of the Board shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present, in person or by telephone, shall be regarded as the act of the Board, unless the provisions of these Bylaws or the Articles (especially those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii)

indemnification of Directors, shall require or permit the particular action involved to be taken by the Board under other circumstances.

Section 9. Adjournment. A quorum of the Directors may adjourn any Board meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at the Board meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 72 hours, in which case personal notice of the 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.

Section 10. Open Meetings.

- (a) Regular and special meetings of the Board shall be open to all Members who are not Directors. Any member may request to be and shall be connected to a meeting by telephone conference call.
- (b) The Board may, with the approval of a majority of a quorum of its Members, adjourn a meeting and reconvene in closed executive session to discuss and vote upon personnel matters, litigation in which the Club is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 11. Compensation. No Director of the Club shall receive any salary or other compensation for services rendered as a Director or representative of the Club. However, Directors and representatives shall be reimbursed for expenses incurred in connection with the business of the Club as authorized. Nothing herein shall preclude any Director from serving the Club in any capacity other than as an officer or a Director and receiving compensation therefor as authorized and approved by the Board. Any Director receiving any special compensation for services in such other capacity shall be excluded from deliberations and voting by the Board relative to the authorization thereof and fixing compensation with regard thereto.

Section 12. Committees. The Board shall have the power to appoint committees and to delegate to such committees any of the powers and authority of the Board in the management of the business and affairs of the Club except the power to:

- (a) Adopt, amend or repeal the Articles of Incorporation or Bylaws;
- (b) Fill vacancies on the Board or in any committee;
- (c) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repeal able;

- (d) Appoint any other committees of the Board or the Members of these committees;
- (e) Approve any transaction (1) to which the Club is a party and in which one or more Directors have a material financial interest or (2) between the Club and one or more of its Directors or (3) between the Club and any entity in which one or more of its Directors have a material financial interest.

Each committee shall be composed of two (2) or more Members, at least one of which shall be a Director, and shall keep regular written minutes of the proceedings and report the same to the Board.

Section 13. Powers and Duties. Subject to the limitations of the Articles, these Bylaws, and the WNPC Act as to action required to be taken, authorized or approved by the Members of the Club or a portion or percentage thereof, all Club powers and duties shall be exercised by, or under the authority of the Board, and the business and affairs of the Club shall be controlled by the Board.

Section 14. Minutes of Meetings. Copies of written minutes of any meeting of the Board shall be kept by the Secretary and made available to any Member on written request.

ARTICLE VI OFFICERS

Section 1. Enumeration of Officers. The officers of the Club shall be a President or Co-Presidents, a Vice-President or Co-Vice Presidents, a Secretary and a Treasurer, and such other officers as the Board may deem necessary. The officers shall be chosen annually by the membership. The President(s) and Vice-President(s) shall not serve for more than two (2) consecutive years in the same office. Other officers may serve additional terms if nominated and elected by the membership.

Section 2. Nominations. A nomination committee, consisting of three (3) Members shall be selected by the President no later than the last regularly scheduled meeting in August of each year. The nomination committee shall nominate candidates for the offices of President, Vice President, Secretary and Treasurer for the upcoming term and shall present this slate at a regularly scheduled meeting in November of each year. Nominations from the floor will be made with the prior approval of the nominee at said November meeting.

Section 3. Vacancies. In the event of a vacancy in the office of the President, the Vice President shall become President, and the unexpired term of the Vice President shall be filled by the other officers. Vacancies in the offices of the Secretary and Treasurer shall be chosen by a majority vote of the remaining Directors, and the

officers as so selected may be removed or replaced at any subsequent Membership meeting by a majority vote of the Membership.

Section 4. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Club under any contract to which the officer is a party.

Section 5. President. The President or Co-Presidents shall be the Chief Executive Officer(s) of the Club and shall, subject to the control of the Board, have supervision, direction and control of the business and affairs of the Club. She/he shall preside at all meetings of the Members and at all meetings of the Board. She/he shall be ex-officio a member of all standing committees, if in existence, and shall have the general powers and duties of management usually vested in the office of President of a Washington nonprofit corporation, and shall have such powers and duties as may be prescribed by the Board or by these bylaws.

Section 6. Vice President. In the absence or disability of the President, the Vice President(s) shall perform all the duties of the President(s), and when so acting shall have all powers of, and be subject to all the restrictions upon, the President(s). The Vice President(s) shall have such other powers and perform such other duties as from time to time may be prescribed for her by the Board or by these Bylaws. The Vice President shall chair the Education Committee.

Section 7. Secretary. The Secretary shall keep written records of meetings of the Club and of the Board, with the time and place of holding, whether regular, special, and, if special, how authorized, the notice thereof given if an annual or special meeting, the names of those persons present at Board meetings, the number of Members present or represented at Membership meetings and the proceedings thereof. The Secretary shall report recommendations and actions of the officers and conduct correspondence of the organization as requested by the Board. The Secretary shall keep and maintain the Bylaws in a current condition for reference by Members, officers or Directors.

Section 8. Treasurer. The Treasurer shall keep active records of all funds of the Club and shall make a monthly, written, itemized report and a monthly oral summarized report to the Board and the Members reflecting income and expenditures; which book shall be kept and maintained to accurately reflect the accounts of the Club, its business transactions, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all times be open to inspection by any Director or member. The Treasurer shall deposit all monies and all valuables in the name of and to the credit

of the Club with such depositories as may be designated by the Board. The Treasurer shall provide a year-end report to the Board, and upon approval, to the Members at the Annual Meeting. The treasurer shall submit the books for audit at the close of the Treasurer's term of office, at the change of the treasurer or at the request of the Board or the Membership. The Treasurer shall file an Annual Report with the State of Washington at the end of each fiscal year and all required federal tax forms.

Section 9. Disbursal of funds. No funds shall be disbursed by the Treasurer unless the check, draft, or other evidence of such disbursement shall be approved by the President or Vice President and the Treasurer.

ARTICLE VII DUES

The annual dues shall be assessed at a rate determined by the Board and presented to the Members for approval at the annual Membership meeting.

ARTICLE VIII INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

To the extent permitted by Section 23A.08.025 RCW of the Business Corporation Act, as now in force or as hereafter amended or recodified, "agents" of the Club have the following indemnification rights:

- (a) "Agent" means any person who is or was a Director, officer, or other agent of this Club, or is or was serving at the request of this Club as a Director, officer, or agent of the Club, the Board, or any committee of the Board;
- (b) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and
- (c) "expenses" includes, without limitation, all attorney's 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.

Section 2. Successful Defense by Agent. To the extent that an agent of this Club has been successful on the merits in the defense of any proceeding referred to in this Article, 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 Section 3 through 5 of this Article shall determine whether the agent is entitled to indemnification.

Section 3. Actions Brought By Persons Other Than The Club.
Subject to the required findings to be made pursuant to Section 5 below, the Club shall indemnify any agent who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Club, or by an officer, Director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant agent was or is engaged in self-dealing by reason of the fact that such person is or was an agent of this Club, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

Section 4. Action Brought By or on Behalf of the Club.

- (a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Club, without a determination by the Court that the agent is entitled to indemnification under this Article, then the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.
- (b) Claims and suits awarded against agent. The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of this Club by reason of the fact that the person is or was an agent of the Club and for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:
 - (i) The determination of good faith conduct required by Section 5 of this Article below must be made in the manner provided for in that Section; and
 - (ii) Upon application, the court in which the action was brought must determine 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.

Section 5. Determination of Agent's Good Faith Conduct. The indemnification granted to an agent in Sections 3 and 4 of this Article 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 believed to be in the best interest of this Club 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 the Club 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 Paragraph (a) above shall be made by:
 - (i) The Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
 - (ii) the affirmative vote or written ballot of a majority of the Members represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum), with the persons to be indemnified not being entitled to vote thereon; or
 - (iii) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Club or the agent or the attorney 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 Club.

Section 6. Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 2 or 5(b)(iii), in any circumstances when it appears:

- (a) That the indemnification or advance would be inconsistent with a provision of the Articles, 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.

Section 7. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Club 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.

Section 8. Contractual Rights of Non-Directors and Non-officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of the Club may be entitled, by contract or otherwise.

Section 9. Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Club against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Club would have the power to indemnify the agent against the liability under the provisions of this Section.

ARTICLE IX MISCELLANEOUS

Section 1. Contracts and Other Written Instruments, How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Club, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Club by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 2. Inspection of Bylaws. The Club shall keep a copy of these bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times.

Section 3. Fiscal Year. The fiscal year of the Club shall commence on January 1 and terminate on December 31 of each calendar year.

Section 4. Maintenance and Inspection of Other Club Records. The accounting books, records, and minutes of proceedings of the Members and the Board and any committee(s) of the Board shall be kept at such place or places designated by the Board, or in the absence of such designation at the principal office of the Club. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed or printed form. The minutes and accounting books and records shall be open to inspection on the written demand of any Member. The inspection shall be made in person or by an agent or attorney, and shall include the right to copy and make extracts.

The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of records by the Member desiring to make the inspection.
- (b) Hours and days of the week when such an inspection may be made.
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

Each director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Club and the physical properties owned or controlled by the Club. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 5. Annual Report to Members. Nothing in these bylaws shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to the Members as they consider appropriate.

ARTICLE X EVIDENCE OF MEMBERSHIP

Evidence of Membership. The Board shall have the power, but not the obligation, to cause the issuance of evidence of membership in the Club to the Members in such form as the Board shall determine.

ARTICLE XI AMENDMENTS, CONFLICTS

Section 1. Amendments. These Bylaws may be amended from time to time by a vote of a majority of the Board at any regular or special meeting of the Board called for that purpose; provided, that any such amendment shall be submitted to the Membership of the Club at the next annual meeting following adoption by the Board for their consideration

and approval. Amendments shall be kept by the Secretary with the other records and books of the club and shall become effective upon the date set by the Board.

Section 2. Conflicts. In the event of any inconsistency between these bylaws and the Articles, the Articles shall control.

ARTICLE XII
DISSOLUTION

Upon the winding up and dissolution of the Club, after paying or adequately providing for the debts and obligations of the Club, the remaining assets may be distributed in accordance with the Articles.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

That I am the duly elected, qualified and acting Secretary of the Cabin Fever Quilt Club, a Washington Nonprofit Corporation, and that the above and foregoing Bylaws, comprising sixteen (16) pages, including this page, were adopted as the By-Laws by the Board of Directors at a regularly scheduled meeting held on the 2nd day of May, 2016.

~~May~~ ^{June} IN WITNESS WHEREOF, I have hereunto set my hand this ~~2nd~~ ^{6th} day of ~~May~~, 2016.

Pat Cosner

Pat Cosner
Secretary