**AMENDED AND RESTATED BYLAWS**

**OF**

**SUNRIVER ROTARY CLUB FOUNDATION, INC.**

**ARTICLE 1. NAME AND PRINCIPAL OFFICE**

Section 1.1 The name of this Corporation is the Sunriver Rotary Club Foundation, Inc. (the "Corporation").

Section 1.2 The principal office of the Corporation for the transaction of business is located in Deschutes County, P.O. Box 4761, Sunriver, OR 97707.

Section 1.3 The Board of Trustees is hereby granted full power and authority to change the principal office of the Corporation from one location to another in the County of Deschutes, Oregon. Any such change shall be noted by the Secretary in these Bylaws but shall not be considered an amendment of these Bylaws.

**ARTICLE II. PURPOSE AND POWERS**

Section 2.1 The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501 (c) (3) of the United States Internal Revenue Code of 1986, as amended ("Code"), including without limitations, but only to the extent consistent with such purposes, to collect, receive and solicit contributions and administer funds for charitable, educational (including awarding of scholarships, fellowships and grants), scientific and literary purposes and to make donations to, dispense charitable contributions through, and otherwise aid and support those organizations organized exclusively for charitable, educational, literary or scientific purposes.

Section 2.2 No part of the contributions will inure to the benefit of any member or officer of the Corporation, any political campaign, or any activity attempting to influence legislation.

Section 2.3 Subject to the foregoing purposes and the restrictions set forth in the Articles of Incorporation, the Corporation shall have and may exercise all -the rights and powers of a nonprofit corporation under the Oregon Nonprofit Corporation Act, as amended from time to time.

**ARTICLE III. MEMBERS**

Section 3.1 **MEMBERSHIP.** All members of the Rotary Club of Sunriver (the "Club") shall be members of the Corporation within the meaning of the Oregon Nonprofit Corporation Act. No requirements shall be made conceming the religious faith, residence, sex or race of such members.

Section 3.2 **COMPENSATION.** The members shall serve without compensation.

Section 3.3 **TRANSFER OF MEMBERSHIP.** No member may transfer his or her membership or any right arising therefrom.

Section 3.4 **TERMINATION OF MEMBERSHIP.** The membership of any member of the Corporation shall terminate upon the occurrence of any of the following:

1. The resignation of a member,
2. The resignation of the member from the Rotary Club of Sunriver for any reason.
3. The failure of a member to pay the armual dues of the Rotary Club of Sunriver within the times set forth by the Board of Directors of the Rotary Club of Sunriver. This will result in the termination of membership from the Rotary Club of Sunriver and automatic termination of membership of the Corporation.
4. The determination by the Board of Trustees, or a committee designated to make such determination, that the member has failed in a material and serious degree to observe the rules and regulation adopted by the Board of Trustees of the Corporation or the Board of Directors of the Rotary Club of Sunriver.

Section 3.5 **NOTICE OF TERMINATION.** A member to be terminated will be notified in writing to the most recent address as shown in the Corporation' s records, setting forth the termination and the reasons therefore. Such notice will be sent by first dass prepaid mail at least fifteen days before the termination becomes effective.

**ARTICLE IV. MEETINGS OF MEMBERS**

Section 4.1 **ANNUAL MEETING.** An armual meeting of the members of the Corporation shall be held each fiscal year at a regularly scheduled weekly meeting of the Rotary Club of Sunriver at a date deterrnined by the Board of Trustees.

Section 4.2 **SPECIAL MEETINGS.** A special meeting of the members of the Corporation may be called by the Board of Trustees, any Officer of the Corporation individually, or ten percent of the membership

Section 4.3 **NOTICE OF MEETINGS.** Written notice of the annual meeting of the members shall be given 15 days before the meeting, and written or oral notice of special meetings of the members shall be given at least ten days before the meeting. The notice shall in each case specify the time and place of the meeting, as well as the purpose of the meeting, and notice shall be sufficient if actually received at the required time or if mailed not less than live business days before the required time. Mailed notices shall be directed to the member's address shown on the Corporate records• Oral notice may be delivered in person or by telephone, including a voice messaging System or technology designed to record and communicate messages, telegraph, facsimile, electronic mau, or other electronic means. Written notice published in the weeldy Bulletin of the Rotary Club of Sunriver shall be considered fulfilling the obligation of adequate notice whether or not the member was in attendance at the weeldy meeting to receive said Bulletin.

Section **4.4 WAIVER OF NOTICE.** Whenever any notice is required to be given to any member, a waiver thereof in writing, signed by the member entitled to such notice, whether before or after the event specified in the waiver, shall be deemed equivalent to the giving of such notice. Furthermore, the attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened

Section 4.5 **ACTION WITHOUT A MEETING.** Any action that is required or permitted to be taken by the members at a meeting, may be taken without a meeting if a consent in writing setting forth the action is signed by all members entitled to vote on the matter. The action shall be effective on -the date when the last signature is placed on the consent. Action by written consent has the same force and effect as the tmanimous vote of the members.

**ARTICLE V. MEMBERSHIP RIGHTS AND PRIVILEGES**

Section 5.1 **VOTING RIGHTS** Members shall have the right to vote on matters expressly submitted by the Board of Trustees, including but not limited to the following:

1. Electing the Board of Trustees;
2. Removing a Trustee without cause.
3. Filling vacancies on the Board of Trustees
4. Amending the Articles of Incorporation or Bylaws.
5. Approving a contract or transaction in which a Trustee has a material fmancial interest.
6. Approving disbursements in excess of $500 for purposes for which this Corporation was formed.
7. Approving borrowings or other obligations in excess of $1,000.

Section 5.2 **ADDITIONAL RIGHTS.** Members shall also have additional rights and privileges as may be conferred on them from time to time by the Board of Trustees

**ARTICLE VI. QUORUM**

Section 6.1 **PERCENTAGE REQUIRED.** Twenty five percent of the members shall constitute a quormn for the transaction of business at a meeting of the members, provided however that, if less than fifty percent of the members are present at the meeting, no business, other than that listed in the notice of the meeting shall be transacted.

Section 6.2 **LOSS OF QUORUM.** In the absence of a quorum, a minority of the members may adjoum and reconvene from time to time but may not transact any business.

**ARTICLE VII. OFFICERS**

Section 7.1 **NAME.** The Officers of the Corporation shall be known as the Board of Trustees (the "Trustees"), as well as the governing board.

Section 7.2 **ELIGIBILITY.** Any member of the Rotary Club of Sunriver is eligible to become an Officer of the Corporation.

Section 7.3 **DESIGNATION.** The Officers of the Corporation shall consist of the immediate past president, the current president and the president elect of the Rotary Club of Sunriver plus a Chairperson, Treasurer and Secretary, a total of six Trustees.

Section 7.4 **ELECTION AND TERM OF OFFICE.** The Chairperson, Treasurer and Secretary shall be elected by the members at the armual meeting of members and their terms of office shall be for a two year period or until a successor is duly elected or until the Officer's resignation, death or removal. The iirmiediate past president, the current president and the president elect positions as Officers are automatic and not subject to a vote of the members. Election or appointment of an Officer shall not of itself create contract rights.

Section 7.5 **QUALIFICATION.** All six Officers must be members of the Rotary Club of Sunriver.

Section 7.5 **RESIGNATION.** An Officer may resign at any time by delivering written notice of resignation to the Chairperson or Secretary. Such resignation shall be effective upon receipt unless it is specified therein to be effective at a later time. The Board of Trustees may reject any postdated resignation by notice in writing to the resigning Officer. An Officer may not resign if the Corporation would then be left without a duly elected Officer in charge of its affairs.

Section 7.6 **REMOVAL.** The Board of Trustees may remove any Officer, with or without cause, by the affirmative vote by a majority of the Trustees then in office, at any meeting of the Board of Trustees. Removal shall be without prejudice of the person removed.

Section 73 **VACANCIES** A vacancy in any office because of death, resignation, removal or otherwise shall be filled by a majority vote of the members of any meeting of the Rotary Club of Stmriver.

Section 7.8 **COMPENSATION.** Officers shall serve without compensation.

Section 7.9 **MANAGEMENT OF AFFAIRS OF CORPORATION.** Subject to the provisions of the Oregon Nonprofit Corporation Act and any limitations in the Articles of Incorporation and these Bylaws relating to action required by the members, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by and under the direction of the Trustees, including but not limited to the following:

1. Change the principal office of the Corporation,
2. Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, up to, but not to exceed, $1,000,
3. Accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation,
4. Enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, subject to the limitations elsewhere provided in these Bylaws,
5. Commit and expend up to, but not to exceed, $500 for any one charitable project,
6. Obtain member's approval of all charitable disbursements exceeding $500 and of all borrowings or other obligations in excess of $1,000,.
7. Create cormnittees (standing, ad hoc, advisory, etc,), but no such conunittee may exercise any powers or authority of the Board of Trustees, unless specifically delegated by majority consent of the Board of Trustees.

**ARTICLE VIII. MEETINGS OF OFFICERS**

Section 8.1 **ANNUAL MEETING.** The Board of Trustees shall call for and conduct the armual meeting of the Officers and the members. See ARTICLE IV, Section 4.1

Section 8.2 **OTHER REGULAR MEETINGS.** Other regular meetings of the Board of Trustees shall be held at such time as shall from time to time be fixed by the Trustees. Such regular meetings may be held without notice.

Section 8.3 **SPECIAL MEETINGS.** Special meetings of the Board of Trustees for any purpose may be called at any time by the Chairperson, the Secretary, or any three Officers of the Board of Trustees. Such special meetings may be held without notice.

Section **8A NOTICE OF ANNUAL MEETING.** Written notice of the armual meeting of the Trustees and the members shall be given 15 days before the meeting. The notice shall specify the time and place of the meeting, as well as the purpose of the meeting, and notice shall be sufficient if actually received at the required time or if mailed not less than five business days before the required time. Mailed notices shall be directed to the members address shown of the corporate records. Oral notice may be delivered in person or by telephone, including a voice messaging system or technology designed to record and commtmicate messages, telegraph, facsimile, electronic mau, or other electronic means. Written notice published in the weekly Bulletin of the Rotary Club of Stmriver shall be considered fulfilling the obligation of adequate notice whether the Trustee was in attendance or not at the weeldy meetings to receive said Bulletin.

Section 8.5 **WAIVER OF NOTICE.** Whenever any notice is required to be given any Trustee, a waiver in writing, signed by the Trustee entitled to such notice whether before or after the event specified in the waiver, shall be deemed equivalent to the giving of such notice. Furthermore, the attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 8.6 **QUORUM.** A majority of the Trustees shall constitute a quomm for the transaction of business at a meeting of the Trustees. In the absence of a quorum, a minority of the Trustees may adioum and reconvene from time to time but may not transact any business.

**ARTICLE IX CONFLICT OF INTEREST**

Section 9.1 PURPOSE. The purpose of the conflict of interest policy is to protect this tax-exempt Corporation's interest when it is contemplating entering into a transaction that might benefit the private interest of an officer, Trustee or member of the Corporation, or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws goveming conflict of interest applicable to nonprofit and charitable organizations.

Section 9.2 DEFINITIONS.

a. **Interested Person.** Any Trustee, principal officer or member of a committee with goveming board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person,

b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

1. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
2. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 9.3 .b., a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 9.3 **PROCEDURES**

1. **Duty to Diselose.** 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 Trustees and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. **Determining Whether a Contlict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the goveming board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
3. **Proeedure for Addressing the Confliet of Interest**
4. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
5. The chairperson of the governing board or the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
6. After exereising due diligenee, the governing board or committee shall determine whether the Corporation 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.

4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the goveming board or committee shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

1. Violations of Conflict of Interest Policy
2. If the goveming board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member the opportunity to explain the alleged failure to disclose.
3. If after hearing the member's response and after making further investigation as warranted by the circumstances, the goveming board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and eorrective action.

Section 9.4 **Records of Proceedings.** The minutes of the goveming board and all committees with board delegated powers shall contain:

1. The names of 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 governing board's or committee's decision as to whether a conflict of interest in fact existed..
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings

Section 9.5 **Compensation**

1. A voting member of the goveming board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member' s compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is preeluded from voting on matters pertaining to that member's compensation..
3. No voting member of the goveming board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 9.6 **Annual Statements.** Each Trustee, officer or member of a committee with go verning board delegated powers shall armually sign a statement vvhich affirms such person:

1. Has received a copy of the conflicts of interest poliee,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands the Corporation 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.

Section 9.7 **Periodie Reviews** To insure the Corporation operates in a marmer consistent with charitable purposes and does not engage in activities that could jeopardize its tax exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based upon competent survey information, and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's vvritten polieies, are properly recorded, reflect reasonable investment of payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 9.8 **Use of Outside Experts** When conducting the periodic reviews as provided in Section 9.7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relleve the goveming board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X. DISSOLUTION

Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation in aceordance with the law, exclusively for the purpose of the Corporation in such a manner or to such organization or organizations organized for substantially the same purposes as this Corporation, as the Board of Trustees shall determine

**ARTICLE XI. AMENDMENT**

These Bylaws may be amended or repealed and new Bylaws may be adopted by the unanimous written consent of all the members or by the affirmative vote of a majority of the members at any annual, regular or special meeting, if at least 30 days written notice is given of intention to amend or repeal or adopt new Bylaws at such meeting. The bylaws may not, however, contain any provision inconsistent with the law or the Articles of Incorporation.

The foregoing Bylaws were adopted by the affirmative vote of the members at a regular meeting held on January 2, 2008.

**DATED THIS day of 2006**

**SUNRIVER ROTARY CLUB FOUNDATION, INC.   
BY:**

**Shirley Buttenhoff, Seeretary**