

SECOND AMENDED BYLAWS OF
BayLUG
AN UNINCORPORATED NONPROFIT ASSOCIATION
Approved and Adopted February 18, 2017

ARTICLE 1
Name, Purpose and Principal Address

Name and Purpose

1.1 The association's name shall be "BayLUG" which may operate and do business as "BayLUG, the Bay Area LEGO® Users Group" and/or "BayLUG, a Recognized LEGO® User Group" (referred to hereinafter as "BayLUG"). LEGO® is a trademark of The LEGO Group and/or its affiliated entities, which are independent of and do not operate or control BayLUG.

1.2 BayLUG is an unincorporated association existing and duly organized under the laws of the State of California with a common purpose other than to operate a business for profit, and is a nonprofit association within the meaning of Section 18020 of the California Corporations Code or any successor statute. Maintenance of such status is the responsibility of the Executive Committee.

1.3 As a non-profit, educational organization, BayLUG is dedicated to creating and maintaining public awareness of, appreciation for, and fellowship related to LEGO, LEGO Trains, and other LEGO related hobbies, primarily through discussion and presentation at events that celebrate the historic and ongoing contribution of LEGO to the hobbyist community.

1.4 The association may be referred to herein as "BayLUG," "association" or "club."

1.5 These bylaws (the "Bylaws") shall constitute the bylaws of the association, its governing principles, and its Governing document within the meaning of California Corporations Code section 18008 or any successor statute.

1.6 It is the intent of these Bylaws that the above referenced name of the association be in accord with the publication "Guidelines for the Use of LEGO Group Intellectual Property Assets by Recognized LEGO® User Groups" and the rules and policies stated therein promulgated by The LEGO Group and/or its affiliated entities. Furthermore, BayLUG has relied upon the guidance provided to user group owners/administrators by The LEGO Group in clarifying the use of the LEGO® name in connection with a user group/club name ("It is in compliance with the guidelines to have RLUG names like "MichLUG" with a smaller tagline 'Michigan LEGO® User Group' ... RLUGs may refer to themselves as 'Recognized LEGO® User Groups' in addition to their own RLUG name.")).

Principal Address

1.7 The principal address of BayLUG is located at P.O. Box 5543, San Jose, California 95150-5543. Such principal address shall be deemed the principal office of BayLUG for all purposes.

Other Addresses and Offices

1.8 BayLUG may also have addresses or offices at other places within or without the State of California where it is qualified to do business, as its needs may require and as the Executive Committee may from time to time designate.

Change of Address

1.9 The Executive Committee has full power and authority to change the principal address of BayLUG from one location to another. Any change of address may be noted by the Secretary in these Bylaws or other records of BayLUG, and these Bylaws shall be deemed to be amended accordingly.

ARTICLE 2 Members

Classes of Membership and Rights

2.1 BayLUG will have two classes of membership as follows: **Active Members** and **Associate Club Members**.

2.2 The “**Membership**” or individual “**Member(s)**” of BayLUG for purposes of these Bylaws and the California Corporations Code (including, but not limited to, Section 18015 thereof) shall include those persons qualified to be, and duly admitted as, Active Members and Associate Club Members in accordance with the provisions of these Bylaws.

2.3 **Only Active Members have the rights set forth in Article 4.2 of these Bylaws.** In all other respects, the rights, interests, and privileges of all Members, regardless of class, shall be equal.

Qualifications

2.4 Qualifications for Membership are as follows:

(a) “**Active Member(s)**” shall have the following qualifications:

(i) Be a person 18 years of age or older who is legally competent to enter into binding contracts.

(b) “**Associate Club Member(s)**” shall have the following qualifications:

(i) Be a person under 18 years old.

Types of Club “Memberships”

2.5 BayLUG may, from time to time, change or restructure the “categories” or “types” of club “memberships” within the discretion of the Executive Committee, especially with respect to the payment of annual dues, the privileges of membership, and participation in club activities. Such “categories” or “types” of club “memberships,” however designated, including any “Youth” or “Family” memberships, shall not alter or amend the provisions of these Bylaws, establishing the above described two classes of Membership.

(a) At the time of adoption of these Bylaws, the following club “memberships” exist:

(i) **Individual Adult Memberships**

(A) Individual Adult Members are adults 18 years of age or older.

(ii) **Individual Youth Memberships**

(A) **Individual Youth Members are youths under 18 years of age who may be Members of BayLUG with the consent of their parent or legal guardian.** An Individual Youth Member’s parent(s) or legal guardian(s) are not required to be club members, but may attend club meetings.

(iii) **Family Memberships**

(A) Family Memberships consist of up to six persons from the same immediate family, and shall designate a “**Family Representative**” to act as the primary contact between BayLUG and the family. The Family Representative shall be an adult 18 years of age or older. The family members shall designate their Family Representative in writing to the Vice President or by any such other procedure as may be established by BayLUG’s member intake policies or procedure.

(B) While all of the persons associated with Family Membership may be generally referred to as club “members,” the family is considered to have one membership and only the **Family Representative** shall be a Member of BayLUG for purposes of these Bylaws. A family membership shall not consist of just a single person.

(b) All “**Individual Adult Members**” shall be **Active Members**.

(c) All “**Individual Youth Members**” shall be **Associate Club Members**.

(d) Any “**Family Representative**” associated with a Family Membership shall be an **Active Member**.

Initial Eligibility for Membership

2.6 Qualified persons will be admitted to Membership upon fulfillment of all of the following requirements, except where one or more of such requirements is deemed waived or satisfied by the Executive Committee:

(a) **Submitting a completed application for membership.** The application must be made on an application form or forms as prescribed from time to time by BayLUG.

(b) **Payment of initial membership dues.**

(c) **Acceptance of these Bylaws.** The application form or forms shall contain a statement to the effect that the applicant has read these Bylaws and any other rules that may be adopted from time to time, that the applicant is familiar with and understands them, and that if admitted to Membership, the applicant **and any parent or legal guardian consenting to such applicant's participation** agrees to be bound by such instruments.

(d) **Acceptance and approval of the application by any member of the Executive Committee.**

2.7 There is no geographic or residency requirement. BayLUG welcomes members from anywhere.

2.8 At the time of acceptance of these Bylaws, all current Members are deemed to have satisfied the eligibility requirements, but remain subject to the eligibility retention requirements below. These Bylaws supersede any and all previous Bylaws, policies, procedures or agreements about membership and dues.

Retention of Eligibility for Membership

2.9 Qualified persons retain eligibility for Membership by fulfillment of all of the following requirements, except where one or more of such requirements is deemed waived or satisfied by the Executive Committee:

(a) Prompt payment of membership dues for the current calendar year.

(b) Compliance with all other requirements set forth in these Bylaws.

2.10 Loss of eligibility for membership shall be corrected within 60 days, or may be grounds for involuntary termination of membership in accordance with Section 2.17 below.

Associate Club Member Eligibility for Membership as Active Member

2.11 Any Associate Club Member who becomes qualified to be an Active Member upon turning 18 years old shall be deemed an Active Member.

Number of Members

2.12 There is no limit on the number of members that BayLUG may admit.

Transferability of Membership

2.13 Neither Membership in BayLUG nor any rights in the Membership may be transferred or assigned for value or otherwise, without the express consent of the Executive Committee.

Membership Records

2.14 The Association will keep membership records containing the name, contact information and other relevant information of each member. The membership records shall note if a membership has terminated, the manner of termination, and the date on which that membership ceased. The membership records may kept in electronic format and preserved in accordance with the discretion of the Executive Committee, subject to any rights of inspection as may be required by law.

Termination of Membership

2.15 Voluntary Termination of Membership. Any Member in good standing may apply for voluntary membership termination at any time by postal or electronic mail notice to any member of the Executive Committee. The Executive Committee shall deem such notice accepted on evidence of return of all BayLUG property and satisfaction of all obligations and shall strike the Member from the membership book/roll of club Members maintained by BayLUG.

2.16 Termination By Death. The membership of any Member of the BayLUG automatically terminates on the death of the Member.

2.17 Loss of Eligibility for Membership. Any Member who has not corrected the grounds for loss of eligibility for membership, including, but not limited to, the failure to pay dues, within 60 days of notice of such loss of eligibility shall have their membership terminated.

(a) Such termination shall be within the discretion of the Executive Committee. At the discretion of the Executive Committee, the Member may be given further opportunity to remedy any cause or grounds for ineligibility.

(b) The involuntary termination of a Member's membership shall bar the person from future eligibility for membership, unless such future membership is approved by a majority vote of the Executive Committee.

(c) Notice of loss of eligibility and any subsequent termination may be given to the Member by mail or electronic mail to the postal address or email of record of the Member.

2.18 Suspension and Expulsion for Good Cause. The Executive Committee is authorized to suspend or expel from Membership, any Member for good cause.

(a) "Good cause," as used in this section, means any of the following:

(i) Any conduct that brings BayLUG into disrepute or violates the purposes for which BayLUG was formed.

(ii) Any failure or refusal to abide by these Bylaws or other rules and policies.

(iii) Failure to abide by BayLUG's standards of Member conduct, as set forth below in these Bylaws.

(b) The Executive Committee shall have the discretion to establish any process or procedure it deems necessary and appropriate to consider and enforce the suspension or expulsion of any Member for good cause.

(c) Any individuals who are part of a Family Membership may be barred from participation in club activities under the Family Membership without affecting the ability of the rest of the family to participate in BayLUG. If the Family Representative is voluntarily or involuntarily terminated, the family may select a new Family Representative who shall be qualified to be and who shall become the designated Active Member in connection with the Family Membership.

Member Conduct

2.19 All Members shall abide by BayLUG's standards of Member conduct, both in person and online, as follows:

(a) ASSOCIATE CLUB MEMBERS OR OTHER PARTICIPANTS 15 YEARS OLD AND UNDER SHALL BE DIRECTLY SUPERVISED BY A PARENT OR LEGAL GUARDIAN AT ALL TIMES AT CLUB MEETINGS OR FUNCTIONS. Such Associate Club Members' or other participants' parents or legal guardian shall be fully responsible for their children's conduct, and fully liable for any and all damages caused by their children.

(b) THE ATTENDANCE OF A PARENT OR LEGAL GUARDIAN IS NOT REQUIRED FOR AN ASSOCIATE CLUB MEMBER OR OTHER PARTICIPANT 16 TO 17 YEARS OLD TO PARTICIPATE IN CLUB MEETINGS OR FUNCTIONS ON CONDITION THAT SUCH PERSON'S PARENT OR LEGAL GUARDIAN CONSENTS AND AGREES THAT NEITHER BAYLUG NOR ANY OFFICER OR OTHER MEMBER SHALL ASSUME ANY DUTY OR OBLIGATION TO SUPERVISE SUCH PARTICIPATION. Such Associate Club Members' or other participants' parents or legal guardians (i) shall be fully responsible for their children's conduct, and fully liable for any and all damages caused by their children and (ii) shall be deemed to have fully consented to such unsupervised participation.

(c) It is the responsibility of the parents or legal guardians of any Associate Club Members or other participants under the age of 18 to supervise any participation by such Associate Club Members or other participants in any online discussion groups, email or other internet based activities in connection with BayLUG activities.

(d) All Members 18 years old and older are responsible for their own conduct and are personally responsible for any and all damages they may cause.

(e) All Members shall respect common sense rules for public behavior, personal interaction, common courtesy, and respect for private property. Harassing or offensive behavior will not be tolerated.

Rights and Obligations on Termination

2.20 All rights and interests of a Member cease on the termination of membership. There shall be no pro-rated dues return or fee refunds following termination.

2.21 Termination of membership does not relieve the Member, or the Member's estate in the event of termination by death, of the obligation to pay any dues or other charges that have accrued and remain unpaid at the time of termination.

2.22 Upon termination of a Member's membership, any BayLUG club property in the possession of the Member shall be returned to BayLUG.

2.23 Termination of a Member's membership, does not release the Member from his or her obligations to BayLUG, including, but not limited to, any obligation to return BayLUG club property.

ARTICLE 3 Meetings of Members

Place

3.1 Meetings of members will be held at any place as may be designated from time to time by the Executive Committee.

Regular and Annual Meetings

3.2 Members generally meet on a bi-monthly basis and on such dates and at such locations as may be designated from time to time by the Executive Committee. Additional meetings and exhibits may or may not allow public attendance. BayLUG may from time to time present or participate in events, exhibits, and/or shows. These events may be organized by BayLUG or by other groups as deemed appropriate by the Executive Committee.

3.3 Elections for Officers will be held at an annual meeting to be set by the Executive Committee. The annual meeting shall be held in the one of the nine counties of the San Francisco Bay Area.

Special Meetings

3.4 Special meetings of Members may be called by the Executive Committee or any two Officers of BayLUG.

Notice of Meetings

3.5 Notice of regular Membership meetings is not required. However, as a matter of practice, the date, time and location of all meeting shall be published online at *www.baylug.org* or at such other successor internet address as may be established hereafter and the Membership shall generally be advised of the regular meeting schedule from time to time by email and/or other communications.

3.6 Written notice of any annual or special meeting of the Membership shall be given by mail or electronic mail to the postal address or email of record of all Members not less than **14 days** before the date of the meeting.

Quorum

3.7 A quorum at any meeting of Members shall consist of at least one member of the Executive Committee and a number of Members not unreasonably disproportional to the usual attendance at a similar Member meeting of the type of meeting being held. Such determination of quorum shall be in the sole and absolute discretion of the Executive Committee member presiding over or attending such meeting, subject to a majority vote of attending Executive Committee members in the event of any disagreement over the existence of a quorum. Quorum shall be deemed met at any meeting at which business is conducted or any vote taken if (i) such meeting is attended by at least one member of the Executive Committee, (ii) no objection is heard among attendees as to the number of attendees for the purpose of conducting business and taking any vote, and (iii) no determination is otherwise made or announced as to the existence of a quorum.

Lack of Quorum

3.8 In the absence of a quorum, no business may be transacted or vote taken at any meeting of Members, except as otherwise provided in these Bylaws.

Loss of Quorum

3.9 The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Voting by Membership

3.10 Each Member, whether an Active Member or Associate Club Member, shall be entitled to one vote on each matter submitted to a vote of the Members, including the election of Officers.

(a) The Active Member designated as the "Family Representative" for a Family Membership and/or the Active Member for any other group membership as may hereafter be adopted by the Executive Committee shall be entitled to cast one single vote. No other vote shall be cast or considered by any other individual participating in BayLUG as a member of a Family Membership or other group membership.

(b) Members entitled to vote are not permitted to vote or act by proxy.

3.11 Voting will be by voice vote for all matters other than the election of Officers, unless otherwise specified by the person presiding over the meeting. The election of Officers shall be conducted by secret ballot.

3.12 Unless otherwise specified by these Bylaws, any action that may be taken at any meeting of Members may be approved, ratified and/or adopted by a majority vote of the Members present, including the election of Officers.

3.13 In the case of a tie, a re-vote or runoff election may be held, in the discretion of the person presiding over the meeting or election.

Conduct of Meetings

3.14 Any member of the Executive Committee or, in the absence of all members of the Executive Committee, any other person designated by the Executive Committee may act as chairperson of and preside over the meetings of the Members.

3.15 The presiding Executive Committee member or designee of the Executive Committee may establish any rules of order he or she deems necessary or appropriate in the conduct of any meeting of the Members. Robert's Rules of Order may be adopted, but shall not be required.

Record Date of Membership

3.16 The record date for the purpose of determining the members entitled to notice of any meeting of Members is **14 days** before the date of the meeting of members. The record date for the purpose of determining the members entitled to vote at any meeting of members is **14 days** before the date of the meeting of Members. The record date for the purpose of determining the Members entitled to exercise any rights in respect to any other lawful action is **14 days** before that other action.

Action Without Meeting by Written Ballot

3.17 Any action that may be taken at any meeting of Members may be taken without a meeting. If an action is taken without a meeting, BayLUG must distribute a written or electronic ballot to every Member entitled to vote on the matter. The ballot must state the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to BayLUG. Approval by written ballot is valid if the majority of returned ballots indicate approval of the proposed action, regardless of the number ballots returned.

(a) Ballots will be solicited in a manner consistent with the requirements of giving written notice to Members as set forth in Article 5 below.

(b) The solicitation must specify the time by which the ballot must be received in order to be counted.

(c) Any Member casting a ballot may revoke the ballot, or substitute another, by a writing received by BayLUG before the time specified on the ballot for its receipt, but may not do so thereafter. The revocation is effective on its receipt by BayLUG.

ARTICLE 4 Member Rights and Obligations

All BayLUG Members

4.1 All Members shall have the following rights and privileges, as further set forth in these Bylaws:

- (a) To communicate with other club members and participate in online discussion groups as described in these Bylaws;
- (b) To manage his or her club membership;
- (c) To nominate persons for club Officer positions;
- (d) To cast ballots in Membership votes as described in these Bylaws;
- (e) To submit a petition to initiate a Special Interest Group (SIG) as described in Article 8; and
- (f) To attend Club meetings and events and otherwise participate in club activities, on condition that Associate Club Members (including those persons with a membership currently designated as “Individual Youth Members”) abide by all rules promulgated by BayLUG in connection with the attendance and participation of persons under 18 years old. Parents or legal guardians of Associate Club Members may also attend.

Active Members Only

4.2 Only Active Members shall have the following rights and privileges, as further set forth in these Bylaws and any applicable law:

- (a) To be nominated and serve as a club Officer as further set forth in these Bylaws.
- (b) To petition for the removal of club Officers as further set forth in these Bylaws.
- (c) To otherwise exercise any and all rights and privileges as a member of the association under California law, including, but not limited to, any rights and privileges pursuant to Title 3 (Unincorporated Associations) of the California Corporations Code (Corp. Code § 18000 *et seq.*).

Member Liability

4.3 No Member, Officer or agent of this nonprofit association shall be liable for a debt, obligation, or liability of the association solely by reason of being a Member, Officer or agent.

4.4 To the fullest extent permissible under California law, it is the express intent of these Bylaws that no Member shall have any legal liability or obligation to any third party by virtue of such Member's participation in BayLUG.

4.5 The parent(s) or legal guardian(s) of any Associate Club Member or other participant in club meetings or activities under the age of 18 ("minors") shall be fully and solely responsible and liable for the safety and well-being of such minors. By accepting these Bylaws and/or giving consent to such participation, parent(s) or legal guardian(s) of such minors waive and release any and all claims against BayLUG and any Officer or Member relating to or arising out of any alleged failure to supervise the activities or participation of such minors.

THE PARENT(S) OR LEGAL GUARDIAN(S) OF ALL MINORS ARE HEREBY EXPRESSLY ADVISED THAT NEITHER BAYLUG NOR ITS OFFICERS OR MEMBERS UNDERTAKE ANY DUTY OR OBLIGATION TO SUPERVISE THE ACTIVITIES OR PARTICIPATION OF SUCH MINORS IN ANY MEETING OR CLUB ACTIVITY. YOU SHOULD NOT PERMIT THE UNSUPERVISED PARTICIPATION OF ANY MINOR UNDER THE AGE OF 18 IF YOU HAVE ANY CONCERN OR RESERVATION REGARDING THE MINOR'S ABILITY OR CAPACITY TO ADEQUATELY SUPERVISE HIS OR HER OWN PARTICIPATION. BY ACCEPTING THESE BYLAWS AND/OR ALLOWING AND CONSENTING TO YOUR MINOR CHILD'S PARTICIPATION IN MEETINGS AND CLUB ACTIVITIES, YOU AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST BAYLUG AND ANY OFFICER OR MEMBER RELATING TO OR ARISING OUT OF ANY ALLEGED FAILURE TO SUPERVISE THE ACTIVITIES OR PARTICIPATION OF SUCH MINOR CHILD.

ARTICLE 5

Notice to and Communication with Members

Electronic Discussion Groups

5.1 Members may subscribe to the electronic discussion groups that the Executive Committee selects as means of communication. Provisions for Members without internet access may be handled on a case-by-case basis. Members should keep all communications on any such discussion groups confidential and between the Member and the other BayLUG Members, unless approved by the Executive Committee or otherwise consented to by the Members involved in the communications or unless the nature of the communications is such that they are clearly intended to be shared with others.

5.2 In the discretion of the Executive Committee, any Member who unsubscribes from the “All Members” electronic discussion group or mailing list may be deemed an application for voluntary membership termination pursuant to Section 2.15.

Member Electronic Mail (Email) Address

5.3 Members are responsible for ensuring that their electronic mail address of record is a good and valid address capable of receiving and transmitting messages in a timely manner. BayLUG shall not be responsible for failures in delivery.

Member Mail Address and Telephone Number

5.4 Members are responsible for ensuring that their postal mail address and phone number of record is valid and capable of receiving notifications in a timely manner. BayLUG shall not be responsible for failures in delivery.

Manner of Giving Notice to Members

5.5 Unless otherwise specified, notice to Members may be given by (i) mail to the postal address of record of the Member; (ii) electronic mail to the email address of record of the Member; (iii) or by telephone.

5.6 Where written notice is required by these Bylaws, such written notice to Members may be given by either (i) mail to the postal address of record of the Member or (ii) electronic mail to the email address of record of the Member.

5.7 The postal and email addresses “of record” for a Member shall be those addresses appearing on the membership book/roll of club Members maintained by BayLUG or at the addresses given by the Member to the Association for the purpose of notice. If no address appears or was given by the Member, notice will be given if made by posting of such notice at any regular or annual meeting of BayLUG.

5.8 Notice is deemed given for electronic mail when it is submitted for electronic transmission. Notice is deemed given for postal mail when deposited with the U.S. Postal Service for delivery.

5.9 Except for extraordinary reasons, the Executive Committee shall endeavor to advise all Members of any changes in the regular means of communication with Members so as to reasonably keep all Members advised of BayLUG affairs and to avoid disenfranchising any Member if reasonably possible. Generally, the Executive Committee shall endeavor to provide two months’ notice of any intended change in the regular means or medium of communication with Members so as to facilitate an orderly transition to the new means or medium of communication.

5.10 Notwithstanding the provisions of these Bylaws dispensing with notice of regular meetings, no action may be taken on any of the following matters at any regular or special meeting unless written notice of the general nature of the matter or proposal has been given to the Membership: (i) a proposal to sell, lease, convey, exchange, transfer, or otherwise dispose of

all or substantially all of the property or assets of BayLUG; (ii) any proposal to incur any indebtedness and/or to disburse funds above the threshold set forth in Article 9; (iii) any proposal to incorporate or otherwise change the structure of BayLUG's business entity; (iv) any proposal to amend the BayLUG's Bylaws; or (v) any proposal to wind up and dissolve BayLUG.

Contents of Written Notices

5.11 Where written notice of a meeting is required by these Bylaws, the notice must state the place, date, and time of the meeting. In the case of special meetings, the notice must specify the general nature of the business to be transacted.

ARTICLE 6 Board / Executive Committee

Number

6.1 The association will have five (5) elected board members who shall serve as the "Officer(s)" of BayLUG and who shall be deemed the "Executive Committee."

Qualifications

6.2 Any Active Member of BayLUG is qualified to be an Officer. All Executive Committee members must be Active Members of BayLUG.

Terms of Office

6.3 The term of office of all Officers shall run concurrently and shall be for two years, coinciding with BayLUG's annual meeting. There shall be no restriction on the number of consecutive or total terms of office that an Officer may hold. No Member may be selected to hold more than one office unless the Membership of BayLUG is less than five (5) Members.

Nominations

6.4 Any person qualified to be an Officer may be nominated by the method of nomination authorized by the Executive Committee or by any other method authorized by law.

6.5 The current process for the making of nominations, which shall be subject to change or modification at any time by the Executive Committee, is as follows:

(a) Nominations for the election of Officers shall open no less than two months prior to the scheduled election of Officers.

(b) Nominations may be submitted in writing to any member of the current Executive Committee, or made public on the electronic communication medium then in use by the association.

(c) A nomination shall consist of the name of the Member, the office for which the Member is being nominated. A supporting statement may be included by the nominee.

The nominator shall be a Member in good standing, and a Member may nominate himself or herself. A nomination is subject to acceptance by the nominee.

(d) Any Officer elected by a vote of Members entitled to vote in any given election shall be deemed to have been regularly and properly nominated for such office unless otherwise determined by the Executive Committee.

Election

6.6 The Officers of the Executive Committee shall be elected in accordance with Section 7.2 of these Bylaws.

Compensation

6.7 The Officers serve without compensation, except that they shall be allowed and paid their actual and necessary expenses incurred in accordance with any provisions of these Bylaws allowing compensation for such expenses.

Duties

6.8 The duties of the Officers of the Executive Committee include the following:

(a) To perform any and all duties imposed on them collectively or individually by law, by these Bylaws and/or any other applicable organizing documents of the association.

(b) To employ agents and/or employees as may be authorized from time to time by a vote of the Members.

(c) To supervise all agents and employees to ensure that their duties are properly performed.

(d) To take all other lawful actions in the management and conduct of the affairs and business dealings of BayLUG.

Meetings of the Executive Committee

6.9 Meetings of the Executive Committee may be called by the President, Vice-President or the Secretary, or any two Executive Committee Members.

6.10 A majority of the authorized number of Officers constitutes a quorum of the Board for the transaction of business, except as otherwise provided in these Bylaws.

6.11 Except as otherwise provided in these Bylaws, or by law, every act or decision done or made by a majority of the Officers present at a meeting duly held at which a quorum is present is the act of the Executive Committee.

6.12 At any meeting at which a quorum was initially present, the Executive Committee may continue to transact business notwithstanding the withdrawal of Officers if any action taken

is approved by at least a majority of the required quorum for that meeting, or any greater number as is required by the law or these Bylaws.

6.13 The President or, in his or her absence, any Officer selected by the members of the Executive Committee then present, will preside at meetings of the Executive Committee. The Secretary or, in the Secretary's absence, any person appointed by the presiding Officer will act as Secretary of the Board. Members of the Executive Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in the meeting can hear one another. This participation constitutes personal presence at the meeting.

6.14 The presiding Officer may establish any rules of order he or she deems necessary or appropriate in the conduct of any meeting of the Executive Committee. Robert's Rules of Order may be adopted, but shall not be required.

Action Without Meeting

6.15 Any action required or permitted to be taken by the Executive Committee may be taken without a meeting, if all members of the Executive Committee consent to that action, recorded in writing. Action by written consent has the same force and effect as the unanimous vote of the Executive Committee.

Removal

6.16 The entire Executive Committee, or any individual Officer, may be removed from office at any time by the vote of a majority of the voting Members of BayLUG. If any or all Officers are so removed, new Officers may be elected at the same meeting and the new Officers hold office for the remainder of the terms of the removed Officers. If new Officers are not elected at the meeting, the vacancy or vacancies created by the removal will be filled as provided by these Bylaws.

6.17 Any Active Member may petition for removal of the entire Executive Committee or any individual Officer.

Vacancies

6.18 Vacancies on the Executive Committee exist (i) on the death, resignation, or removal of any Officer; (ii) whenever the number of authorized Officers is increased by amendment; and (iii) on failure of the Members in any election to elect the full number of Officers authorized.

6.19 The Board may remove and declare vacant the office of an Officer if (i) the Officer is declared of unsound mind by an order of court, or charged with or finally convicted of a felony; (ii) the Officer either fails to accept the office after notice of election or fails to adequately fulfill his or her duties as an Officer; or (iii) the Officer becomes ineligible for membership.

6.20 Vacancies caused by the death, resignation, or disability of an Officer or Officers, or by removal as provided in these Bylaws, or by an amendment increasing the authorized number of Officers shall be filled by appointment by the President, or if the office of President is vacant, by a majority vote of the remaining Officers even if less than a quorum, or by appointment by any sole remaining Officer.

6.21 If the entire Executive Committee has become vacant and no Officer is left to fill the vacancies, the vacancies shall be filled by a majority of the voting Members present at a meeting of Members called for that purpose.

(a) Persons elected to fill vacancies hold office for the unexpired terms of their predecessors and until their successors are qualified and elected.

ARTICLE 7

Officers

Titles

7.1 The Officers of the association and their duties will be as follows:

(a) President. The President is the primary executive Officer of BayLUG and, in general but subject to the control of the Executive Committee, supervises and controls the affairs of BayLUG. The President shall be the representative of BayLUG on any occasion when a person is required to act in that capacity. The President shall be responsible for BayLUG marketing and public relations, and may appoint assistants in these areas at his or her discretion. The President shall be an authorized signatory on the Club's bank accounts. The President shall have the discretion and authority to appoint volunteer coordinators for such purposes as the President may see fit, subject to the management authority of the Executive Committee.

(b) Vice President. The Vice President shall maintain the official membership book/roll of club Members and make it available to Officers in accordance with the performance of their duties. The Vice President is responsible for overseeing the signing-up of new Members and retaining existing Members. The Vice President shall perform the duties of the President at meetings, and other occasions as appropriate, should the President be unable to attend.

(c) Treasurer. The Treasurer shall be an authorized signatory on, and the primary caretaker of, BayLUG's bank account(s). The Treasurer shall (i) manage all financial transactions, (ii) maintain a correct record of BayLUG's available funds and debts outstanding (including Member debts to BayLUG), (iii) maintain the dues and fees schedule and the petty cash fund, (iv) be responsible for the initiation, management, and termination of accounts in accordance with good and prudent financial practice, and (v) be responsible for oversight of disbursement of funds. The Treasurer shall report financial activity status at the annual meeting. The Treasurer shall also be responsible for producing and reporting other financial reports and analyses as requested by the Executive Committee and ensuring the filing of any required tax or other regulatory compliance filings. The Treasurer shall assume the duties of the President or Vice President at meetings and other occasions as appropriate should the President or Vice President be unable to attend.

(d) **Secretary.** The Secretary shall keep (i) a record (the minutes) of meeting activities, including votes, and shall make same reasonably available to the Executive Committee and Membership and (ii) the original or a copy of BayLUG's operative bylaws as amended or otherwise altered to date. The Secretary shall be responsible for meeting room/venue scheduling, notifying the Membership of meetings, and coordinating meetings as may be required. The Secretary shall assume the duties of the Quartermaster at meetings and other occasions as appropriate should the Quartermaster be unable to attend.

(e) **Quartermaster.** The Quartermaster shall be responsible for maintaining an inventory of BayLUG property and Member owned property loaned to BayLUG. The Quartermaster shall prepare a summary of, and changes to, BayLUG's property, to be presented at each annual meeting. The Quartermaster shall assume the duties of the Secretary at meetings and other occasions as appropriate should the Secretary be unable to attend.

Election of Officers

7.2 The Officers will be elected by the vote of a majority of the voting Members of BayLUG at BayLUG's annual meeting coinciding with the expiration of the two year terms of the current Officers pursuant to Section 6.3 of the Bylaws.

7.3 The procedures for conducting the election of Officers shall be determined by the Executive Committee.

General Duties of Officers

7.4 All Officers must perform all duties incident to their office and any other duties as may be required by law, by the organizational instruments, or that may be assigned to him or her from time to time by the Executive Committee or by vote of the Members.

Officer Conflict of Interest Policy (COI)

7.5 No Member shall be disqualified from holding any club office by reason of any interest in any other club or concern. However, whenever a club Officer has a financial or personal interest in any matter(s) coming before the Executive Committee, including participation in events or disbursement of club funds, the Officer shall:

(a) Fully disclose the nature of the interest; and

(b) Recuse himself or herself from voting on the matter(s) if he or she believes that such interest may materially affect his or her ability to impartially vote on the matter(s) in good faith. If the Officer fails to recuse himself or herself from voting on the matter(s) despite having a potential conflict of interest that may materially affect his or her ability to impartially vote on the matter(s) in good faith, he or she may be barred from participation in any decision making on the matter(s), including any vote in connection therewith, by a majority vote of the other disinterested members of the Executive Committee.

7.6 Any vote involving a potential conflict of interest shall be approved only when a majority of disinterested Executive Committee officers determine that it is in the best interest of

the club to do so. The Secretary shall record minutes of meetings where votes involving a potential conflict of interest are taken that shall record such disclosure, recusion, and rationale for approval. In the event that there are insufficient disinterested officers to constitute a quorum, then a vote of the Members shall be taken to decide the matter(s).

ARTICLE 8 Committees and Special Interest Groups

Ad Hoc Committees

8.1 Ad hoc committees for specific purposes or activities may be designated from time to time by resolution of the Executive Committee. Chairs will be appointed by the Executive Committee Board. Members of ad hoc committees will be appointed by their respective chairs in the number deemed advisable, unless otherwise provided by the Executive Committee in its resolution designating an ad hoc committee. Except as otherwise provided by resolution, committee chairs and members must be Members.

Terms of Office

8.2 Chairs and members of ad hoc committees serve as such for the life of the committee unless they are sooner removed, resign, or cease to qualify as the chair or a member of the committee.

Rules

8.3 Each Committee may adopt rules for its own government and procedure not inconsistent with law, with these Bylaws, or with the rules, regulations, and resolutions adopted by the Executive Committee.

Special Interest Groups (SIGs)

8.4 Any Member may propose the creation of a Special Interest Group (SIG) by submitting a petition to the Executive Committee. The petition shall define the name, purpose, powers, and duties of the SIG. The SIG will come into existence if the Executive Committee approves the petition. All Members of the club are also Members of the SIG without limit.

8.5 Each Special Interest Group shall have the powers and duties defined in the petition or resolution adopting it, and shall have a designated representative (the "SIG chairperson") to report to the Executive Committee and the rest of the club at least annually. Such SIG chairperson serves at the pleasure of the Executive Committee and may be appointed by the President. The SIG chairperson may be any Active Member, including any current club Officer.

8.6 Special Interest Groups shall not have separate treasuries. Their expenditures, if any, shall come from the general club treasury, and their revenues, if any, shall likewise accrue to the club treasury.

8.7 A Special Interest Group may be dissolved by vote of the Executive Committee.

8.8 The following Special Interest Group exists as of the execution of these Bylaws:

(a) Bay Area L-Gauge Train Club (BayLTC). The Bay Area L-Gauge Train Club (BayLTC), formerly known as the Bay Area LEGO Train Club (BayLTC), shall be a Special Interest Group within the meaning of these Bylaws. The purpose of BayLTC is to display Train and Town displays at museums, conventions, traditional model railroading shows, and other venues with the intention of showing that L-gauge Trains are a legitimate option in model railroading. BayLTC may earn donations by attending model railroading shows or other activities and may spend or use these donations as needed for keeping the displays in operating form. The duties of BayLTC include recruiting new members and spreading the word about LEGO and LEGO Trains as a family hobby.

ARTICLE 9

Records, Dues, BayLUG Property, Reimbursements, Budgets and Fiscal Year

Keeping Records

9.1 BayLUG shall keep adequate and correct records of account and minutes of the proceedings of its Executive Committee and any other committees.

9.2 BayLUG shall also keep a record of its Members, including their names and addresses and the class of membership held by each. This membership book/roll shall be kept in written form, though it may be kept electronically.

Annual Dues

9.3 All Members shall pay annual dues in the amount and on such dates as determined by the Executive Committee.

Assessments

9.4 Memberships in the Association are non-assessable.

Property of Association

9.5 Dues paid to BayLUG and any other funds collected by BayLUG in the ordinary course of its operation, such as event or admissions fees, are the property of BayLUG.

9.6 All club funds shall be kept in a recognized financial institution, except for a small amount of petty cash held by the Treasurer or other member of the Executive Committee as the Executive Committee may deem appropriate or convenient.

9.7 In accordance with the club purpose as set forth in Article 1 of these Bylaws, BayLUG may acquire and dispose of property as necessary to support operations. Modification or disposal of club property must be approved by the Executive Committee in advance.

9.8 The Quartermaster shall establish and maintain a master inventory of club property. Subject to the discretion of the Executive Committee, such master inventory shall

include any club property with a value of more than \$20.00. Notwithstanding the foregoing, the master inventory need not include any property the Executive Committee deems to be consumable property, which shall generally consist of property intended to be consumed or distributed to others within one year, including property such as supplies, LEGO parts and sets to be used as prizes or giveaways, t-shirts, etc.

9.9 The club can accept gifts, donations, loans, or similar of property or items consistent with its purpose, or furthering of its goals, subject to a review and their acceptance by the Executive Committee. Such property may be added and maintained as part of the club's property inventory by the Quartermaster, and used by the club for its purposes as determined by the Executive Committee and/or applicable SIG chairperson.

9.10 The Executive Committee may from time to time determine that some property in the club's possession are no longer needed, and/or in the club's interest. In such cases, property loaned to the club shall be returned to its original owner via a means determined by the Executive Committee. Club owned property so determined may be disposed of by the club by sale, donation, or destruction, as determined by the Executive Committee. If disposal by sale is determined, the property availability shall be announced to all Members in good standing for purchase, in a manner chosen by the Executive Committee. If no Member(s) wish to purchase such property, it shall be disposed of as determined by the Executive Committee.

9.11 Any disbursement or loan of club funds or property greater than \$1,000 or 50% of the club funds (whichever is higher) for any purpose requires approval by a majority vote of Members prior to such disbursement or loan.

Reimbursements

9.12 If an expense authorized in advance by the Executive Committee is incurred by a Member, that Member is eligible for reimbursement, provided that the Member provides adequate receipts for the expenditure. The Executive Committee may authorize other reimbursements provided that such reimbursements do not otherwise violate these Bylaws or any other applicable law.

Budgets

9.13 The club shall operate on a cash basis for accounting purposes and shall not expend funds if the club does not already hold the funds.

9.14 There is no requirement for a club budget. Should the Executive Committee so decide and direct, a budget may be developed.

Fiscal Year

9.15 BayLUG's fiscal year is the calendar year.

Club Insignia, Seal and/or Logo

9.16 The Board may adopt, use, alter, or cancel an association insignia, seal, or logo. The Board may adopt rules prescribing the time, manner, and place in which the insignia, seal, or logo may be worn or used.

ARTICLE 10

Execution of Instruments and Funds

Execution of Instruments

10.1 The Executive Committee, except as otherwise expressly provided in these Bylaws, may by resolution authorize any officer or agent of the association to enter into any contract and deliver any instrument in the name of and on behalf of the association. This authority may be general or confined to specific instances.

Checks and Notes

10.2 Except as otherwise specifically determined by resolution of the Executive Committee or as otherwise required by law or by these Bylaws, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this association must be signed by the Treasurer or President.

Deposits

10.3 All funds of the association must be deposited from time to time to the credit of the association in banks, trust companies, or other depositaries as the Executive Committee may select.

ARTICLE 11

Dissolution

11.1 BayLUG may be dissolved in accordance with the provisions of California Corporations Code sections 18410 and 18420, or any successor statutes.

11.2 Upon the dissolution of BayLUG, its assets remaining after payment, or provision for payment, of all its debts and liabilities, shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated for charitable purposes, as directed in the resolution that authorizes the dissolution of the club. Any Member-owned property shall be returned to such Member if possible.

ARTICLE 12

Bylaws

Adoption, Amendment, and Repeal

12.1 These Bylaws become effective on their being signed by the President and certified by the Secretary following their adoption by the vote or written consent of the voting

Members in accordance with the then existing bylaws of the association. These Bylaws may be amended or repealed, in whole or in part, and new bylaws adopted by the vote or written consent of a majority of the voting members of the association.

12.2 Revision History of Bylaws. The following is the revision history of BayLUG's operative bylaws:

Initial Revision approved by membership vote; released 12/31/09

Revision 2.0 approved by membership vote 1/16/11 with amendments:

1) Incorporation: Changed Sections 2.01 Mission and 2.02 Nature and Purpose; added Section 2.03 Incorporation to reflect the club's new status as a California Unincorporated Association

2) Property: Added definition and Sections 8.03 (b) and (c) addressing loans and dispositions.

3) Amendments: Added Section 11.02 Bylaws Changes Initiated by the Executive Committee; re-numbered previous Section 11.02 Amendment of the process of Amendment of Bylaws to 11.03

4) Membership Term: Added Section 3.04 Membership Term, and modified Section 8.02 Club Dues and Fees to reflect renewals at the first meeting each year.

5) Minor typographical corrections.

6) The substantially revised **First Amended Bylaws** were proposed on 11/2/15.

7) The **First Amended Bylaws** were approved by a vote of four of the existing members of the current Executive Committee on 4/7/16.

8) The **First Amended Bylaws** were approved by a vote of 2/3 of voting members on 7/16/16 with a quorum of 25% of the existing membership.

9) These **Second Amended Bylaws** were adopted and approved on **February 18, 2017** (by the vote of a majority of the voting Members), with the following revisions:

a. Page 1: "FIRST AMENDED BYLAWS" updated to "SECOND AMENDED BYLAWS" and entity name in header updated to reflect new name (see below).

b. Page 1: "Approved and Adopted" date in header update to "February 18, 2017."

c. Page 1: Name amended from "Bay Area LEGO Users Group (BayLUG)" to "BayLUG" which may operate and do business as "BayLUG, the Bay Area LEGO® Users Group" and/or "BayLUG, a Recognized LEGO® User Group"

d. Page 1: Added Paragraph 1.6 with recital regarding the name change being in accord with The LEGO Group's guidelines.

e. Page 19: "Bay Area LEGO Train Club (BayLTC)" amended to "Bay Area L-Gauge Train Club (BayLTC)."

f. Page 22: Updated the revision history to reflect the changes made.


g. Page 23 and CERTIFICATE OF SECRETARY: Certification pages updated.

Certification and Inspection

12.3 The original or a copy of the Bylaws, as amended or otherwise altered to date, shall be recorded and kept by the association. The Bylaws shall be open to inspection by the Members upon reasonable request or other made available for inspection including via BayLUG's website.

I, the undersigned, am the current President of this association and a member of the Executive Committee. The foregoing is a true and correct copy of the Bylaws presented to the Membership for consent and adoption as the bylaws of this association.

Date: 2/18/17



Russell Clark
President, BayLUG

CERTIFICATE OF SECRETARY OF
BayLUG
AN UNINCORPORATED NONPROFIT ASSOCIATION

I hereby certify that I am the duly elected and acting Secretary of this association and that the foregoing Bylaws, comprising 23 pages, constitute the Bylaws of this association as duly adopted by vote of the Membership on **February 18, 2017**.

Date: 2/18/17



Secretary, BayLUG