

BYLAWS
OF
FRIENDS OF SPRINGBROOK PARK

ARTICLE I
NAME AND PRINCIPAL PLACE OF BUSINESS OF THE CORPORATION

1.1 Name. The name of the corporation shall be the Friends of Springbrook Park, hereinafter referred to as the Friends.

1.2 Principal Office. The principal place of business of the corporation shall initially be 3360 Fir Ridge Rd. Lake Oswego, OR 97035-2645, which location may be changed from time to time by the Board of Directors.

ARTICLE II
PURPOSE

2.1 General Purpose. The purposes for which this Corporation is formed are exclusively charitable, scientific, or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and, without limitation, consist of the following:

2.1.1 To promote the conservation, preservation, enhancement, scientific understanding, and appreciation of the waters, wetlands, aquatic and terrestrial wildlife, habitats, scenic areas, open spaces and recreational resources of Springbrook Park in Lake Oswego, Clackamas County, Oregon.

2.1.2 To do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments, or agencies; provided that such activities are consistent with the purposes of the Friends set forth in this Section 2.1 and the restrictions and limitations on the Friends set forth in these Articles of Incorporation.

**ARTICLE III
BOARD OF DIRECTORS**

3.1 Composition and Election. The management of the affairs of the Friends shall be vested in a Board of Directors. The Board shall determine the number of directors by resolution, which shall not be less than three (3) nor more than fifteen (15). The initial Board shall consist of President, William Deneke; Vice President Paul Lyons; Secretary, Audrey Mattison; and Treasurer, Thomas C. Bland. Future members of the Board shall be nominated by the President of the Board and approved by a majority of the members of the then existing Board, including those whose terms have expired but whose successors have not yet been elected.

3.2 Tenure. The term of a director shall be for two (2) years, and until a successor is elected and assumes his or her duties, except in the event of an earlier removal or resignation by the director. Directors will normally not be expected to serve for more than six (6) years but the Board may re-elect or extend the term of a director in office for a longer term by mutual agreement of the director and the Board.

3.3 Annual Meeting. The annual meeting of the Board shall be a regular meeting, and shall be held on a date and at a time and place determined by the Board for the purpose of electing directors, officers and transacting such other business as may properly come before the meeting.

3.4 Resignation. Any Director may resign by delivering written notice to the Board of Directors. Such resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board of Directors.

3.5 Removal. A director may be removed by a two-thirds vote of the entire Board of Directors.

3.6 Vacancies. Any vacancy occurring on the Board by reason of the death, resignation, or removal of a director may, but need not, be filled upon election of a successor by majority vote of the entire Board of Directors. Such successor shall serve during the unexpired term of the director whose position has become vacant.

3.7 Regular Meetings. The date, time and place of regular meetings of the Board shall be as designated from time to time by the Board. Notice of a regular meeting shall not be required if each director has been furnished with a written schedule of the dates, times and locations of two or more regular meetings, more than three (3) days in advance of the date of the earliest meeting listed on such schedule. Otherwise, such regular meetings shall require at least three (3) days' advance notice to each director, which may be delivered in person or by telephone or sent by mail, email, telegram or facsimile. Any member of the Board may waive notice of any regular meeting. Attendance at a meeting shall constitute waiver of notice of such meeting except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

3.8 Special Meetings. Special meetings of the Board may be called by any director or by the Executive Director. Notice of any special meeting of the Board shall be given at least three (3) days prior to the meeting by notice delivered in person or by telephone or sent by mail, email, telegram or facsimile to each member of the Board except that a special meeting of the Board for the express purpose of amending either the Articles of Incorporation or amending the Bylaws of the Friends shall require notice to be given at least ten (10) days prior to said meeting. The business to be transacted at, and the purpose of, any such special meeting of the Board shall be specified in the notice of the meeting. Any member of the Board may waive notice of any special meeting. Attendance at a meeting shall constitute waiver of notice of such meeting except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

3.9 Telephonic Meetings. Members of the Board (or any committee designated by the Board) may participate in a meeting of such Board (or Committee) by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

3.10 Quorum. A majority of the number of voting directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting.

3.11 Manner of Acting. The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Oregon law.

3.12 Unanimous Consent. Any action required to be taken at a meeting of the directors of the Friends, or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

3.13 Change of Purpose. The purpose of the Friends cannot be changed without unanimous consent of the directors.

3.13 Committees. The Board by resolution adopted by a majority of the directors in office may designate and appoint one or more committees, each of which shall consist of two (2) or more directors, which committees to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the Friends.

3.14 Compensation. Directors shall not receive compensation for their services as Directors, except that the Corporation is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

ARTICLE IV OFFICERS

4.1 Officers. The officers of the Friends shall be a President, a Vice President, Secretary, and Treasurer whose terms of office shall be two years. The Board may elect or appoint such other officers as it shall deem desirable, who shall have such authority and perform such duties as may be prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. None of the officers except the President and Vice President shall be required to be a member of the Board of Directors.

4.2 Election. At each annual meeting of the Board, immediately following the election of directors, the members of the Board shall elect officers for the forthcoming year. Officers shall be elected upon receiving the majority vote of the entire Board.

4.3 Term of Office. The officers of the Friends shall each serve for a term of one (1) year, which term shall start at the conclusion of the annual meeting at which they are elected and continue until their successors are elected and qualified. Officers may be elected by the Board to succeed themselves. Any vacancy in the position of any officer by reason of death, resignation, or removal shall be filled by majority vote of the remaining Board. Such successor shall serve during the unexpired term of the officer whose position has become vacant. Any officer may be removed by the affirmative vote of a majority of the entire Board (or, if such officer is a director, a majority of all other members of the Board).

4.4 President. The President shall preside at all meetings of the Board and shall have the duties typical of a president and may be assigned other duties from time to time by the Board.

4.5 Vice President. In the absence or disability of the President, the Vice President, if any, shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President may be assigned other duties from time to time by the Board.

4.6 Secretary. The Secretary shall keep the minutes of the meetings of the directors, maintain correspondence relating to the corporation's business, and give notice of meetings of the corporation where required by these Bylaws or the Articles of the Friends.

4.7 Treasurer. The Treasurer shall supervise the financial affairs of the corporation and render periodic financial reports when requested by the Board.

ARTICLE V CONFLICTS DISCLOSURE

5.1 Conflicts. No transaction between this corporation and any other corporation and no act of this corporation shall in any way be affected or invalidated merely by the fact that any director or officer of this corporation is interested in, or is a director or officer of such other corporation.

5.2 Disclosure. The Friends may pay compensation in a reasonable amount to its officers and directors for services rendered; provided, however, any transaction with an officer or director or with a corporation, firm entity or association wherein they may be or become interested must be approved by a majority of the disinterested members of the Board. With regard to any transaction with a director or officer or with a corporation, firm, entity or association wherein they may be or become interested, the nature of the interest of the officer or director must be disclosed or known to the Board at or prior to the meeting at which such transaction is authorized or confirmed. All such transactions shall comply with Revised Code of Oregon (as amended from time to time) and all other applicable law.

ARTICLE VI INDEMNIFICATION

6.1 Right to Indemnification. Each individual (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the corporation or that, while serving as a director or officer of the corporation, he or she is or was also serving at the request of the Friends as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation or of a foreign or domestic partnership, joint venture, trust, employee benefit plan or other enterprise, whether the basis of the proceeding is alleged action in an official capacity as such a director, officer, employee, partner, trustee, or agent or in any other capacity while serving as such director, officer, employee, partner, trustee, or agent, shall be indemnified and held harmless by the Friends to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee, partner, trustee, or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnitee if the Friends is prohibited by the Oregon Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in Section 5.2 of this article with respect to proceedings seeking to enforce rights to indemnification, the Friends shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Section 5.1 shall be a contract right and shall include the right to be paid by the Friends the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to the Friends of a written undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall

ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 5.1 and upon delivery to the Friends of a written affirmation (hereinafter an "affirmation") by the indemnitee of his or her good faith belief that such indemnitee has met the standard of conduct necessary for indemnification by the Friends pursuant to this article.

6.2 Right of Indemnitee to Bring Suit. If a written claim for indemnification under Section 5.1 of this article is not paid in full by the Friends within sixty days after the corporation's receipt thereof, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Friends to recover the unpaid amount of the claim. If successful, in whole or in part, in any such suit or in a suit brought by the Friends to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expenses of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this article upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking and affirmation have been tendered to the Friends) and thereafter the corporation shall have the burden of proof to overcome the presumption that the indemnitee is so entitled. Neither the failure of the Friends (including the Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances nor an actual determination by the Friends (including the Board or independent legal counsel) that the indemnitee is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnitee is not so entitled.

6.3 Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Friends, general or specific action of the Board, contract or otherwise.

6.4 Insurance, Contracts and Funding. The Friends may maintain insurance, at its expense, to protect itself and any individual who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the Friends, is or was serving at the request of the Friends as a agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, officer, employee or agent, whether or not the Friends would have the power to indemnify such person against such expense, liability or loss under the Oregon Nonprofit Corporation Act. The Friends may enter into contracts with any director, officer, employee or agent of the corporation in furtherance of the provisions of this article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this article.

6.5 Indemnification of Employees and Agents of the Friends. The corporation may, by action of the Board, grant rights to indemnification and advancement of expenses to employees and agents of the Friends with the same scope and effect as the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the Friends or pursuant to rights granted pursuant to, or provided by, the Oregon Nonprofit Corporation Act or otherwise.

6.6 Persons Serving Other Entities. Any individual who is or was a director, officer or employee of the Friends who, while a director, officer or employee of the Friends, is or was serving (a) as a director or officer of another foreign or domestic corporation of which a majority of the shares entitled to vote in the election of its directors is held by the Friends, (b) as a trustee of an employee benefit plan and the duties of the director or officer to the Friends also impose duties on, or otherwise involve services by, the director or officer to the plan or to participants in or beneficiaries of the plan, or (c) in an executive or management capacity in a foreign or domestic partnership, joint venture, trust or other enterprise of which the Friends is an equity interest holder or in which a wholly owned subsidiary of the Corporation is a general partner or has a majority ownership or interest shall be deemed to be so serving at the request of the Friends and entitled to indemnification and advancement of expenses under this article.

ARTICLE VII MEMBERS

The Corporation shall be a non-member association, however, donors whose donations meet a designated threshold will be given the title of Friends of the Park, which is non-voting member status.

ARTICLE VIII RECORDS

The corporation shall keep at its principal office or its registered office in this state:

1. current Articles of Incorporation and Bylaws;
2. correct and adequate records of accounts and finances;
3. a record of the names and addresses of the officers and directors; and
4. minutes of proceedings of the Board and minutes, if any, that may be maintained by a Board Committee.

**ARTICLE IX
AMENDMENTS**

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by a vote of not less than a majority of the entire Board.

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CERTIFICATE OF ADOPTION

The foregoing Bylaws were read, approved, and duly adopted by the Board of Directors of the Friends of Springbrook Park on the ____ day of _____, 2004, and the President and Secretary of the Friends were empowered to authenticate such Bylaws by their signatures below.

_____, Corporate Secretary