



**South Bay Islamic Association
(SBIA)**

Bylaws

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November 2009

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325 N. 3rd Street
San Jose, CA 95112

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Article 1: Vision and Mission

Section 1: Incorporation

The South Bay Islamic Association (SBIA) hereinafter sometimes referred to, as “this Corporation,” “this Association,” or “this Organization” or “SBIA” is a non-profit, religious organization, incorporated under Section 501[c]3 of the IRS Code. The Articles of Incorporation are filed with the Secretary of the State of California.

Section 2: Vision Statement

To become a leading platform for developing and sustaining a diverse and thriving Islamic Community that is an integral part of America in accordance with the Qur’an and the Sunnah of the Prophet (pbuh)

Section 3: Mission Statement

The Mission of SBIA is:

1. To provide Islamic educational, religious and social services
2. To collaborate with other organizations to serve the greater Muslim community
3. To develop a harmonious relationship with neighbors and community at large within the framework of Islam.

Article 2: Office

Section 1: Principal Office

The principal office for the transaction of business of the South Bay Islamic Association is located at 325 North 3rd Street, San Jose, CA 95112, in the County of Santa Clara. The Board of Directors of this Association authorized to change such principal office to any location within the County of Santa Clara in the State of California.

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Article 3: Membership

Section 1: Voting Members

- (A) Any Muslim who
1. Is at least 16 years of age,
 2. Has filled out the current membership form and signed the Arbitration Agreement (§ Attachment B: Arbitration Clause for the Members),
 3. Has paid the annual membership due,
 4. Is a resident of the San Francisco Bay Area, specifically a resident of Alameda, San Francisco, Santa Clara, San Mateo, Marin, Solano, Contra Costa or Santa Cruz counties
 5. Believes in the Unity of Allah,
 6. Asserts that Prophet Muhammad (SAWS) is the Last and Final Prophet of Allah (SWT), and,
 7. Is sympathetic to the causes of this Association, and has indicated an interest in furthering its aims, may become a voting member of this Association.
- (B) Membership shall be individual.
- (C) Membership fees are due by the 30th of June each year in order to be eligible to vote in elections that are held later that year (see Section 5).
- (D) Recordable donations (donations that are made by using personal checks or other means that clearly indicate donor's name and address) may be substituted for the annual membership due as long as the amount donated is equal to or more than the amount of membership due.

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Section 2: Lifetime Voting Members

- (A) Any individual who has served on the Board of Directors or Trustees is deemed to be a lifetime voting member of the Association.
- (B) No discontinuity shall result in the membership of a Lifetime Member due to delay or omission in payment of annual dues.

Section 3: Non-Voting Members

Non-Voting Members of the Association are the community members who participate in the activities of the Association but do not pay annual membership dues or do not meet the voting membership requirements stated above in Section 1 of Article 3.

Section 4: Cancellation of Voting Membership

Membership of a voting member is nullified when

- (A) The member voluntarily withdraws from the Association, or
- (B) The member fails to pay the annual membership due and becomes a Non-Voting Member, or
- (C) The member is expelled by a two-thirds (2/3) majority vote of the Board of Directors for failing to maintain the other membership requirements as outlined in Article 3, Section 1.

Section 5: Electoral List And Voter Eligibility

- (A) The Electoral List will consist of the Voting Members who have paid their annual membership dues by the 30th of June preceding the election.
- (B) Each Voting Member shall be entitled to cast one vote.

Article 4: The General Body

Section 1: Definition of the General Body

The General Body of the Association consists of its current Voting Members, Directors, and Trustees.

Section 2: Powers of the General Body

- (A) Approves amendments to the Bylaws of the Association proposed by the Boards of Directors.
- (B) Elects Directors and Trustees in scheduled elections.
- (C) Has power to issue a Vote of No Confidence in one or more Directors at a regularly scheduled Annual General Body Meeting. However, the maximum number of Directors that can be voted of No Confidence cannot exceed one-third of the current number of Directors.
- (D) Has power to issue a Vote of No Confidence in one or more Trustees at a regularly scheduled Annual General Body Meeting. However, the maximum number of Trustees that can be voted of No Confidence cannot exceed one-third of the current number of Trustees.
- (E) In order for taking a Vote of No Confidence in any of the Directors or Trustees, a quorum of a simple majority of the entire voting membership (50% of the membership + 1 member) has to be present and of those attending the meeting, two-thirds (2/3) majority must affirm the No Confidence decision.
- (F) If such a Vote of No Confidence is approved by the General Body for any Director or Trustee of the Association, unless regularly-scheduled elections are due in less than six months, the Board of Directors shall appoint a Nomination Committee within a month to nominate qualified candidates to the Board of Directors or Trustees to fill the interim vacancies by the respective body of the Association.

Section 3: General Body Meetings

- (A) General Body meetings shall be held at least once a year at the request of the Board of Directors of the Association.
- (B) General Body meetings shall be held at the office of the Association or any other place specified in the meeting notice.
- (C) The Secretary of the Association shall notify the members in writing or by oral and written announcements to be posted at the office of the Association at least fourteen days in advance of the date of the scheduled general body meeting.
- (D) Agenda for the General Body meetings shall be set by the Board of Directors and announced by the Secretary along with the meeting announcement.
- (E) Agenda for the General Body meetings shall, if deemed necessary, be amended and approved at the beginning of the meeting by a two-thirds (2/3) majority of the General Body.
- (F) General Body meetings shall be presided over by the President of the Association, or if absent, by the Vice-President, or, in the absence of both, by a Chairperson chosen by a majority of the Directors present. The Secretary of the Association shall act as the Secretary at General Body meetings. In case the Secretary is absent from any such meetings, the presiding officer may appoint any person to act as Secretary for the meetings.
- (G) The minutes of the general body as recorded by the Secretary of the General Body (as appointed in item (F) above) shall constitute the official record of the general body. These minutes shall be approved by the Directors of the Association at their first scheduled meeting following the general body, and shall be duly posted at the office of the association.

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Article 5: Board Of Directors

Section 1: Number Of Directors

The Association shall have Directors who will collectively be known as the Board of Directors, hereinafter sometimes referred to as “the Board.”

- (A) Number of Directors. The minimum number of Directors of the Association shall be nine. The maximum number of Directors of the Association shall be thirteen.
- (B) Increase or Decrease in the Number of Directors. The Board of Directors may increase or decrease the number of Directors on the Board, subject to the limits outlined in (A) above.
- (C) The current number of directors of the Association is nine.

Section 2: Election Procedure

- (A) An Election Committee shall be appointed by the Board of Directors to conduct the Elections to the Board of Directors.
- (B) Any Voting Member of the Association, who has been a member of the Association for a period of three years in good standing and is either a US Citizen or Permanent Resident (Green Card holder), shall be eligible to be elected as a Director of the Corporation.
- (C) The term of office for a Director of the Association will be three years. A Director may not serve more than two consecutive terms (6 years). A Director or Trustee may stand for re-election to the Board of Directors after meeting the inactive period defined below in (D).
- (D) Former Directors or Trustee may become candidates for a term on the Board of Directors if at least one year has elapsed since the end of their previous term.
- (E) Elections shall be held in the months of November or December.
- (F) Elections shall be held every year. The positions of Directors whose term has expired will be open for election. Directors shall be elected from eligible candidates whose nominations have been received and accepted by the Election Committee. See item (H) for retroactive impact.
- (G) The Voting Procedure is to be determined by the Election Committee. Eligible Voting Members may cast their votes on ballots provided for this purpose by the Election Committee. Voting can be done

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by mail or in person; ballots must be delivered to the Election Committee at the address or addresses provided on the ballot before the announced close of polls on Election Day.

- (H) Newly-elected Directors shall start their term of office in the month of January following the elections.
- (I) Retroactive Impact of these bylaws: At the time of writing these bylaws, the number of directors is nine. In the year these bylaws are adopted, the three senior-most directors of the association will have their terms expire. The number of positions open for election in each subsequent election will be three.

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Section 3: Corporate Powers Of The Board Of Directors

- (A) Subject to any restrictions or limitations imposed by law, by the Articles of Incorporation, or by these Bylaws, and by the powers granted to the Board of Trustees of the Association, the powers of the Association are vested in the Board of Directors, which may delegate the performance of duties and exercise of powers to officers, committees and agents of the Corporation from time to time as shall be determined by resolution of the Board of Directors.
- (B) The Board of Directors shall run day-to-day operational and financial affairs of the Association.
- (C) The Board of Directors may initiate financial or real estate matters in accordance with the provisions described in the appropriate Article of the Bylaws of the Board of Trustees of the Association.
- (D) The Board of Directors may establish trust funds and investments to itself and to any other organization within the limits prescribed in the appropriate Article of the Bylaws of the Board of Trustees of the Association and subject to the Terms and Conditions set forth in the Articles of Incorporation of the Association.
- (E) The Board of Directors may appoint or dissolve Committees as per Article 8 of these bylaws.
- (F) The Board of Directors may approve or disapprove nomination of a Director by the Nomination Committee. (See Section 4 of this Article, and Section 2 of Article 8).
- (G) The Board of Directors may dismiss any Director who fails to meet the qualifications required to be a Director as stated in Section 2(B) of this Article.

Section 4: Vacancies In The Board Of Directors

Vacancies in the Board of Directors shall exist

- (A) On the expiration of the term of any Director.
- (B) On the death, resignation or dismissal of any Director.
- (C) Whenever the number of Directors authorized is increased by the Board of Directors.
- (D) On the failure of the appointing power or powers to appoint the full number of Directors authorized.
- (E) If a Director is declared of unsound mind by an Order of the Court, or if finally convicted of a felony.
- (F) If within 60 days after notice of his/her election, the newly elected Director does not accept the office in writing or by attending a meeting of the Board of Directors.
- (G) If the Director fails to meet the membership requirements to be a director of the Association as stated in Section 2(B) of this Article, or

(H) If the Director fails to attend meetings as prescribed under Article 6, Section 12.

Section 5: Filling Interim Vacancies In The Board Of Directors

- (A) Vacancies due to any of the above reasons (other than the expiration of terms of directors) shall be considered as interim vacancies in the Board of Directors.
- (B) A Nomination Committee shall be appointed by the Board of Directors to nominate qualified candidates to the Board of Directors to fill the Interim Vacancies, unless the next scheduled election is due in six months.
- (C) Interim Vacancies shall be filled from amongst the candidates (nominated by the Nominations Committee) by a simple majority vote of the remaining Directors.
- (D) The Director elected for this position shall serve for the remainder of the portion of the term of the vacating Director. In the event the number of Directors is increased, the elected Director will serve for the term prescribed by the Board of Directors.
- (E) Vacancies created by an amendment to the Articles of Incorporation increasing the number of Directors authorized shall be filled as provided by such amendment.
- (F) Written notice of resignation by a Director shall be subject to acceptance by the Board at the next scheduled meeting. The Directors shall then so notify the Nomination Committee, which may nominate a successor to take office when such resignation becomes effective and the Board has approved such nomination.

Section 6: Compensation Of Board Of Directors

No member of the Board of Directors shall receive any compensation from the Corporation.

Section 7: Removal Of Directors

- (A) A Director shall be removed from the Board of Directors for just cause under Section 3(G) of this Article by a two-thirds (2/3) majority vote of the Board of Directors.
- (B) A Director may be removed from the Board of Directors by a Vote of No Confidence by the General Body at a regularly scheduled Annual General Body Meeting as described in Article 4, Section 2 (Powers of the General Body).

Article 6: Meetings Of The Board Of Directors

Section 1: Day And Date Of Meetings

Meetings of the Board of Directors shall be held on the day and date agreed upon every month at such place or places within or without the State of California, which have been designated from time to time by resolution of the Board of Directors. In the absence of such designation, the meetings shall be held at the Principal Office of the Association (§ Article 2 Section 1: Principal Office), provided that any such meeting held elsewhere shall be valid if held on the consent of two-thirds of the Directors given either before or after a meeting and filed with the Secretary of the Association. Directors may participate in meetings and vote in person, by phone or electronically as long as a quorum is physically present.

Section 2: Quorum

A simple majority of the Board of Directors shall constitute a quorum.

Section 3: Special Meetings

Special Meetings of the Board of Directors may be called by the President, or if absent, or is unable, or refuses to act, by the Vice-President, or by any two Directors, and such meeting shall be held at a place within or without the State of California, as designated by the person or persons calling the meeting, and in the absence of such designation, at the Principal Office of the Association.

Section 4: Notice Of Meetings

The Secretary, or other person designated by the President, shall deliver written, printed, or electronic mail of the time and place of the meetings of the Board of Directors personally, or by United States Mail, or by electronic mail, addressed to them at their address (or electronic mail address) as it appears on the Books of the Corporation at least seven days prior to the date of the meeting, provided however, that notice of all regular meetings is hereby dispensed with.

Section 5: Cancellation and Rescheduling of Meetings

- (A) The Board shall cancel a regularly scheduled meeting by a simple-majority rule.
- (B) Only the Directors who called for a special meeting shall cancel the special meeting.

- (C) The President and the Secretary of the Association shall decide if a regularly scheduled meeting needs to be rescheduled.

Section 6: Requirements Of An Act Of The Board Of Directors

Every Act or Decision, done or made by a simple majority of the Directors present at a meeting duly held at which a quorum is present is an Act of the Board of Directors, unless the law, the Articles of Incorporation of this Corporation, or these Bylaws require a greater number.

Section 7: Validity Of Transactions During Special Meetings

The transactions of any meeting of the Board, however called and noticed, or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum is present, and provided that either before or after the meeting, each of the Directors not present signs a Waiver of Notice, or a Consent to hold the meeting, or Approval of the minutes thereof. All such Waivers, Consents, or Approvals, shall be filed with the Corporate Records, or made a part of the minutes of the meeting.

Section 8: When Quorum Is Not Present

Except as otherwise expressly provided in these Bylaws or by Law, no business shall be considered by the Board of Directors at any meeting at which a quorum is not present, and the only motion which the Chair shall entertain at such meetings is a motion to adjourn. However, a majority of the Directors present at such meetings may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 9: Chairperson Of A Meeting Of The Board Of Directors

Meetings of the Board of Directors shall be presided over by the President of the Association, or if absent, by the Vice-President, or, in the absence of both, by a Chairperson chosen by a majority of the Directors present. The Secretary of the Association shall act as the Secretary of the Board of Directors. In case the Secretary is absent from any such meeting, the Presiding Officer may appoint any person to act as Secretary for the meeting.

Section 10: Board Action By Written Consent

Any action required, or permitted, by the Board of Directors under any Provision of Law may be taken without a meeting, if a simple majority of the Board of Directors shall individually or collectively consent in writing, or electronically to such action. Such written consent or consents shall be filed with the minutes of the meetings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. Any certificate or other document filed under any Provisions of Law which relates to action so taken shall state the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Articles of Incorporation and Bylaws of this Association authorize a Director to so act and such statement shall be *prima facie* evidence of such authority.

For actions taken by electronic consent, only email addresses that are on the record may be used. Directors are required to update their email addresses with the Secretary of the Board in order to receive communications and to participate in electronic actions.

Section 11: Personal Liability Of The Board Of Directors

The Directors of the Association shall not be personally liable for the debts, liabilities, or other obligations of the Association.

The Association shall be required to carry Directors and Officers Liability Insurance.

Section 12: Director's Absence From Board Meetings

If any Director fails to attend three consecutive meetings of the Board of Directors, without written (including electronic mail) notice to the President, or Secretary, or Vice-President, he/she shall be subject to dismissal from the Board of Directors.

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Article 7: Officers Of The Association

Section 1: Designation Of Officers

The Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, one or more additional Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers which may be appointed in accordance with the provisions of the Articles of Incorporation of the Association. One person may hold two or more offices, except those of President and Secretary.

Section 2: Qualification And Term Of Office

Any Member of the Board of Directors of the Association is qualified to be an Officer of the Association. The Officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following certification of Election results, and each officer so elected shall hold office for a term of one year, until he or she resigns or is removed, or is otherwise disqualified to serve, or his/her successor shall be elected and qualified, whichever comes first.

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Section 3: Removal Or Resignation Of Officers

Any Officer may be removed, either with or without cause, by a two-thirds majority vote of the Directors in office at the time, at any regular or special meeting of the Board. Any Officer may resign his position at any time by giving written notice to the Board of Directors or the President or Secretary of the Association. Any such resignation shall be subject to acceptance by the Board of Directors.

Section 5: Duties Of The President

The President shall be the Chief Executive Officer of the Association, and shall, subject to the control of the Board of Directors, supervise and control the affairs of the Association. The President shall perform all duties incident to the office and other such duties as provided by these Bylaws or as may be prescribed from time to time by the Board of Directors.

Section 6: Duties Of The Vice-President

The Vice-President shall perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice-President shall perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 7: Duties Of The Secretary

The Secretary shall record minutes of all meetings of members and of the Directors, shall be custodian of the Corporate Records, shall give all notices as are required by Law or by these bylaws, and generally, shall perform all the duties incident to the Office of the Secretary and such other duties as may be required by Law, by the Articles of Incorporation, or by these bylaws, or which may be assigned from time to time by the Board of Directors.

Section 8: Duties Of The Treasurer

The Treasurer shall have charge and custody of all funds of the Association, shall deposit such funds required by the Board of Directors, shall keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accountings to the Directors, and to the members as required by the Board of Directors, or members, and shall in general perform all duties incident to the Office of Treasurer and such other duties as may be required by Law, by the Articles of Incorporation, or by these bylaws, or which may be assigned from time to time by the Board of Directors. Additionally, the Treasurer shall keep financial records for the Board of Trustees of the Association, and provide a quarterly statement of accounts to both the Board of Directors and Board of Trustees.

Article 8: Committees

Section 1: Committee Structure

The Board of Directors

- (A) Shall appoint any number of Committees required to perform the tasks of the Association. Additional Committees, either temporary, or long-term may be formed for special projects, or for requirements not yet defined.
- (B) Shall supervise and direct all Committees through a liaison appointed to the Committees from the Board of Directors. All Committee Chairpersons shall be selected from the current members of the Association.
- (C) May dissolve any Committee.

Section 2: Special Committee: Nomination Committee

The Association shall have a Nomination Committee, members of which are appointed by the Board of Directors. The Nomination Committee will be chartered with evaluating and nominating qualified candidates for filling in vacancies in the Board of Directors.

Article 9: Fiscal Management

Section 1: Fiscal Year

The Fiscal Year of the Association shall be from January 1st to December 31st, both dates inclusive.

Section 2: Funds and Deposits

All funds received by the Association shall be credited to the Association and placed in depositories approved by the Board of Directors.

Section 3: Excess Funds

Funds in the SBIA Corporation account in excess of amount agreed to between the Boards of Directors and Trustees shall be transferred into the Board of Trustees Account. The procedures for transfer shall be decided by the two boards.

In the absence of such agreement, the excess amount is defined as \$25,000. The transfer shall be done within a period of one month from when the excess occurred, provided the excess still persists at the end of the month.

Section 4: Payment of Bills

Checks shall be issued for all bills owed.

Section 5: Board of Trustees

The Association shall also have a Board of Trustees. The Organization, Governance, and Powers of the Board of Trustees shall be as set forth in the Bylaws of the Board of Trustees.

Section 6: Insurance

The Association shall carry Liability Insurance for itself, and for the Directors and Officers of the Association.

Article 10: Board Of Trustees

Section 1: Board Of Trustees

The Board of Trustees shall be governed by the Bylaws of the Board of Trustees.

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Article 11: Amendment Of Bylaws

Section 1: Amendment Of Bylaws

Subject to any provisions of law applicable to the amendment of Bylaws of Non-Profit Corporations, the Bylaws provisions contained herein, may be altered, amended, or repealed, and new Bylaws adopted as follows:

- (A) All provisions other than those applicable to the Board of Trustees, whether contained herein, or in the Bylaws of the Board of Trustees.
- (B) By first being approved by a two-thirds majority of the Board of Directors, and then,
- (C) By vote or written assent of a two-thirds majority vote of the Voting Members present at a meeting duly called and noticed for the purpose of amending these Bylaws.

The original, or a copy of the Bylaws as amended, or otherwise altered to date, certified by the Secretary of the Corporation, shall be recorded and kept in a book which shall be kept in the Principal Office of the Corporation, and such book shall be open to inspection by the members upon request to the Secretary.

Article 12: Prohibition Against Sharing Corporate Profits

Section 1: Corporate Profits

No member, Director, Officer, Employee, or other person connected with this Association, or any other private individual, shall receive at any time, any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this provision shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Association in effecting any of its purposes as designated in the Articles of Incorporation, and as more specifically, designed or fixed by resolutions of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive any of the Corporate assets on dissolution of the Corporation.

Section 2: Dissolution

All members of the Corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts having been satisfied, then remaining in the hands of the Board of Directors, shall be distributed as required by the Articles of Incorporation of this Corporation, and not otherwise.

Article 13: Distribution Of Income And Prohibited Transactions

Section 1: Limitations And Restrictions

Notwithstanding any other provision in these Bylaws, the Corporation shall be subject to the following limitations and restrictions:

- (A) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4924 of the Internal Revenue Code of 1954, as amended from time to time.
- (B) The Corporation shall not engage in any act of self-dealing as defined in Section 4941[d] of the Internal Revenue Code of 1954, as amended from time to time.
- (C) The Corporation shall not retain any excess business holdings as defined in Section 4943[c] of the Internal Revenue Code of 1954, as amended from time to time.
- (D) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, as amended from time to time.
- (E) The Corporation shall not make any taxable expenditure as defined in Section 4945[d] of the Internal Revenue Code of 1954, as amended from time to time.

SOUTH BAY ISLAMIC ASSOCIATION

Arbitration Clause For The Board Of Directors And Board Of Trustees

ATTACHMENT "A" TO THE BYLAWS

© South Bay Islamic Association,
325 N. 3rd St.
San Jose, CA 95112.

South Bay Islamic Association

Arbitration Clause For The Board Of Directors And Trustees

In the event that I have any claim against or dispute or differences with the South Bay Islamic Association (henceforth SBIA), the South Bay Area Islamic School, or the Islamic Center of San Jose, or any other entity operated and controlled by SBIA or if I am involved in any controversy arising out of or involving the Articles of Incorporation, Bylaws, or decisions of the SBIA and/or Committees formed pursuant to the Bylaws or by the governing body, I agree to submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et seq., or amended statutes, within one month of the time such matter arises.

I agree that such arbitration shall be the exclusive forum for any such dispute. If SBIA does not receive a written request for arbitration from me within 30 days from the date the dispute arose, I agree that I will have waived any right to raise any claim, in any form, arising out of such dispute.

I further agree that an individual member of the SBIA Board of Directors with any such dispute or difference with the Board may approach the Board of Trustees for resolution by arbitration. Likewise, an individual member of the SBIA Board of Trustees may approach the Board of Directors for arbitration of any dispute or difference with the Board of Trustees.

I further expressly agree that in arbitration my exclusive remedy shall be:

- a) To seek rescission of any act that I deem to have been wrongly undertaken by SBIA, or
- b) To force SBIA to perform tasks required of it under its Articles of Incorporation, Bylaws and any effective resolutions.

I expressly waive any claim for damages, actual or punitive, save and except to the extent of membership dues paid by me.

I understand that by executing this agreement I waive my right to a trial by a judge and/or jury.

Should any of the provisions of this agreement be unenforceable, the remaining provisions shall remain in full force and in effect and the agreement shall be construed in the most favorable manner so that any dispute/difference involving the parties is resolved by binding arbitration.

I understand and agree that this agreement represents and expresses the complete agreement between SBIA and me regarding any acts of omissions of SBIA.

I hereby accept the terms and conditions of this agreement in exchange for membership privileges in this Association.

Executed in Santa Clara County, California on (Date) _____

By (First and Last Name) _____

Director/Trustee, South Bay Islamic Association

SOUTH BAY ISLAMIC ASSOCIATION

Arbitration Clause For Members

ATTACHMENT "B" TO THE BYLAWS

© South Bay Islamic Association,
325 N. 3rd St.
San Jose, CA 95112.

South Bay Islamic Association

Arbitration Clause For Members

In the event that I have any claim against or dispute or differences with the South Bay Islamic Association (henceforth SBIA), the South Bay Area Islamic School, or the Islamic Center of San Jose, or any other entity operated and controlled by SBIA or if I am involved in any controversy arising out of or involving the Articles of Incorporation, Bylaws, or decisions of the SBIA and/or Committees formed pursuant to the Bylaws or by the governing body, I agree to submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et seq., or amended statutes, within one month of the time such matter arises.

I agree that such arbitration shall be the exclusive forum for any such dispute. If SBIA does not receive a written request for arbitration from me within 30 days from the date the dispute arose, I agree that I will have waived any right to raise any claim, in any form, arising out of such dispute.

I further expressly agree that in arbitration my exclusive remedy shall be:

- c) To seek rescission of any act that I deem to have been wrongly undertaken by SBIA, or
- d) To force SBIA to perform tasks required of it under its Articles of Incorporation, Bylaws and any effective resolutions.

I expressly waive any claim for damages, actual or punitive, save and except to the extent of membership dues paid by me.

I understand that by executing this agreement I waive my right to a trial by a judge and/or jury.

Should any of the provisions of this agreement be unenforceable, the remaining provisions shall remain in full force and in effect and the agreement shall be construed in the most favorable manner so that any dispute/difference involving the parties is resolved by binding arbitration.

I understand and agree that this agreement represents and expresses the complete agreement between SBIA and me regarding any acts of omissions of SBIA.

I hereby accept the terms and conditions of this agreement in exchange for membership privileges in this Association.

Executed in Santa Clara County, California on (Date) _____

By (First and Last Name) _____

Member, South Bay Islamic Association