

# BY-LAWS & RULES OF THE PARK

PILAGUAMISH COMMUNITY CLUB P.O. Box 764 GRANITE FALLS, WA 98252

A Washington Non-Profit Corporation

Adopted March 1, 2009

# PILAGUAMISH COMMUNITY CLUB A Washington Non-Profit Corporation

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A Washington Non-Profit Corporation

## **BYLAWS**

(Adopted March 1, 2009)

#### **ARTICLE I**

#### **Definitions**

- 1.1 "Club" shall mean and refer to Pilaguamish Community Club, a Washington Non- Profit Corporation, organized and existing under the Laws of the State of Washington.
- 1.2 "Corporation" shall mean and refer to Pilaguamish Community Club and shall be synonymous with the term "club".
- 1.3 "Property" shall mean all the real estate and facilities and personal property owned and operated by the Club. Each membership carries with it an undivided interest in all the property owned by the Club. Each member, or his/her assign, will acquire a proportional share of the Club property when the Club terminates its functions herein and until such liquidation, no one individual membership shall carry with it any present leasehold or ownership interest.
- 1.4 "Campsite" shall be those areas designated by the Board of Directors for the use of the Club's members in accordance with these Bylaws/Rules/Articles of Incorporation. Membership will be limited to the available number of campsites so that at all times each member will be assured the availability of a campsite for each member's use. Campsite use will be available to each member so long as said member is in good standing, and has strictly complied with the terms and conditions of the Articles of Incorporation, the Bylaws and Rules as adopted by the Board of Directors from time to time.
- 1.5 "Common Property" shall mean those facilities and that area of land designated by the Board of Directors for the common use of the Club's members.
- 1.6 "Membership" in "good standing" shall mean a member who has prepaid annual dues, assessments and is otherwise observing the rules of the Club as determined by the Board of Directors and as further defined by these Bylaws.

#### **ARTICLE II**

#### Offices

- 2.1 Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Washington a registered office which shall be located at such place as may be fixed from time to time by the Board of Directors and a registered agent whose business office is identical with the registered office. A registered agent shall not be appointed without having given prior written consent to the appointment. The registered agent shall be appointed and the registered office shall be designated and any change in either the registered agent or registered office, or both shall be made by filing such notices as may be required by law.
- 2.2 <u>Other Offices:</u> The Corporation may have other offices within or outside the State of Washington at such place or places as the Board of Directors may from time to time determine.

#### **ARTICLE III**

#### Membership Categories

- 1.1 <u>Membership:</u> The Club shall issue no shares of stock and shall only be authorized to grant memberships. The total authorized number of memberships of the Club is Three Hundred Three (303) and they are divided into the following categories:
  - (a) Non-voting Membership: Those memberships that are unsold and retained by the Club shall have no vote in the affairs of the Club until they are issued to members.

- (b) <u>Voting Memberships</u>: Only the holders of the voting memberships in good standing may participate in the election of the Board of Directors or vote on any matter that concerns the affairs of the Club. Furthermore, only the holders of the voting memberships in good standing shall be entitled to proportional distribution of the Corporation's profits and assets.
- 3.2 <u>Issuance of Memberships:</u> No memberships of the Club shall be issued unless authorized by the Board of Directors.

#### 3.3 <u>Consideration for Memberships:</u>

- (a) Memberships Held by the Club: The memberships held by the Club may be issued for the consideration fixed from time to time by the Board of Directors. The consideration to be paid for memberships may be paid in whole or in part, in money, in property other than real estate, tangible or intangible or in labor or services actually performed for the Club. When payment of the consideration for which memberships are to be issued shall have been received by the Club, the memberships shall be deemed fully paid by the Club.
- (b) Memberships Held by an Individual Member: Although subject to the provisions of these Bylaws and the rules of the Club, the consideration for transfer of memberships held by individual members is to be determined by the individual members.

#### 3.4 Membership Eligibility:

- (a) Members shall be over the age of eighteen (18) years. This provision shall not apply to minor members who acquired membership through an estate of guardian due to a member's death or disability.
- (b) Members shall be those members duly elected to such membership as provided in Article IV of these Bylaws, and as a condition to such membership shall pay the membership fee, dues, unpaid dues, assessments, and fines as established by the Board of Directors from time to time in accordance with these Bylaws.
- (c) Every person, firm, corporation, and/or entity which has purchased a membership in accordance with his application and contract for membership, and whose application for membership shall have the written approval of the Membership Committee as provided in Article IV hereof, shall be a member of the Corporation. Any person, firm, corporation, or entity may acquire more than one membership with the approval of the Board of Directors.
- (d) In the event that a person, firm, corporation and/or entity purchased or otherwise received a membership in the Corporation from an existing member, the new member must also be duly elected to membership as provided in Article IV of these Bylaws. The new member must pay for all fees, including but not limited to annual dues and assessments. Unpaid dues, assessments, fees, fines and any other amount owed to the Club shall be a lien on the membership subject to collection by the Club from any owner of the membership, in addition to other remedies stated in these Bylaws and the Articles of Incorporation.
- (e) In the event that a person, firm, corporation and/or entity purchased or otherwise received a membership from an existing member and was not elected to be a member of the Corporation, said membership of the Corporation shall be returned to the existing member and it shall be the responsibility of the existing member to make restitution or other compensation to the prospective member.

#### **ARTICLE IV**

#### **Election of Members**

- 4.1 All applications for membership shall be applications in such form as the Board of Directors may from time to time prescribe. Each application shall be fully signed by the applicant and each application shall be delivered to any member of the Board of Directors of the Club, who shall cause the application to be referred to the Membership Committee for consideration of recommendation to the Board of Directors for admission.
- 4.2 Voting for candidates for admission shall be by the affirmative vote of a majority of the Board of Directors.
- 4.3 The application for a Club owned membership shall be accompanied by the membership fee and annual dues in full, or the down payment required for the application of membership and contract of membership and shall be accompanied by such credit or other reports as may be required by the Membership Committee.

- 4.4 The provisions of this Article are equally applicable to prospective members who received the membership from an existing member, except that the prospective member need not provide the membership purchase consideration or membership fee.
- 4.5 As a condition of membership or transfer of membership, the membership must be in good standing, in compliance with all rules and Bylaws, Articles of Incorporation, and all fees, fines, dues and assessments paid in full.

#### **ARTICLE V**

Fees, Dues, Fines, Assessments, and All Other Charges

All membership fees, dues, fines and assessments shall be paid timely in strict accordance with the rules, Bylaws and the Articles of Incorporation. Additionally, all amounts due under the application, contract, and promissory note for purchase of a membership must be paid timely and in full as a condition of membership in good standing. And, in addition thereto, each applicant agrees as follows:

- If a member fails to pay any amount due under this article for a period of 30 days after date due, then the President, or the Directors of the Club upon majority vote, and upon ten (10) days notice to the member, shall have the authority to take any or all of the following actions in his/their discretion, without limitation, simultaneously or in any sequence: forfeiture of membership as authorized by the Articles of Incorporation; termination or restriction on use of the campsite, property, and common property of the Club; eviction of the member and his personal property from the premises of the Club and campsite; civil action for collection of funds due the Club or other equitable relief. Removal of personal property will be at member's expense. A forfeited or terminated membership becomes the property of the Club and may be retained and/or resold by the Club. These remedies are cumulative and do not limit the member's liability for full payment of his/her membership according to the terms of the contract and note.
- 5.2 The annual dues for all members shall be as set by the Board. The members will have the option to pay their dues quarterly by March 31, June 30, September 30 and December 31. The annual dues may be increased or decreased as otherwise provided in these Bylaws. In order for a member to vote at any regular or special meeting of the Club, the dues must have been paid in accordance with the above schedule.
- 5.3 The special assessment, if any, shall be assigned by the Board of Directors and shall be due as set by the Board of Directors. The special assessment, in accordance with Article 9.3 (f), shall be limited on a pro-rata basis for the actual amount of the immediate necessity of the assessment.
- 5.4 The Board may from time to time establish a reasonable schedule of late charges and/or interest on delinquent amounts owed to the Club by members.
- 5.5 Members are responsible for all charges, assessments, fines, actions, or damages caused by guests and/or family members.
- 5.6 Electrical charges must be paid within 30 days of the postmarked date of billing. No second billing will be sent. On the 31st day, if the electrical charges have not been paid, the electricity to member's site will be disconnected. The Club is not responsible for any damage incurred because of lack of power.

### **ARTICLE VI**

#### Membership

- 6.1 All unsold memberships that are retained by the Club for the purposes of voting shall be deemed to be non-voting memberships and shall be deducted from the total membership count in determining a quorum.
- 6.2 The members shall be entitled to only one (1) vote for each voting membership owned at the time of any membership meeting.
- 6.3 Only voting members in good standing may vote at any membership meeting, or hold office as Directors, President, Vice-President, Secretary, or Treasurer of the Corporation.
- 6.4 Membership in this corporation is transferable and assignable only as provided by these Bylaws.
- 6.5 Each membership shall entitle said member's spouse, children, or parents, subject to member's advance approval to enjoy all of the privileges of said member, so long as said membership is in good standing.
- 6.6 Upon the death of an owner of a membership, such interest shall pass as personal property under the laws of the State of Washington or as may be provided by the decedent's estate.

#### **ARTICLE VII**

#### **Guest Privileges**

Subject to the written approval of a Club officer or the Park Ranger employed by the Club, a member may designate as a guest one family to use his/her campsite and the general facilities of the Corporation during such period of time as the same is not used by said member for a period not in excess of sixteen consecutive days guest use, and said guest is subject to strict compliance with these Bylaws, and Rules of the Corporation as adopted from time to time, and shall during said period enjoy the privileges of said member, PROVIDED, however, that said member shall be responsible to the Corporation for said guests' strict compliance with these Bylaws and the rules of the Corporation and PROVIDED further, that during any period that said member designates such a guest, such a guest shall have no right to vote, hold office, or participate in the affairs of the Corporation.

#### **ARTICLE VIII**

#### Membership Meetings

- 8.1 <u>Meeting Place:</u> All meetings of the membership shall be held at the principal place of business of the Corporation, or at such other place as shall be determined from time to time by the Board of Directors, and the place at which any such meeting shall be held shall be stated in the notice of the meeting.
- 8.2 <u>Annual Meeting Time:</u> The annual meeting of the membership for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held each year on the second Sunday in July at 10:00 a.m. on the Club property, unless otherwise specified by the Board of Directors.
- 8.3 <u>Annual Meeting Order of Business:</u> At the annual meeting of the membership, the order of business shall be as follows:
  - (a) Reading of minutes of previous annual meeting.
  - (b) President's report.
  - (c) Treasurer's report.
  - (d) Miscellaneous business.
  - (e) Election of Directors as in these By-Laws provided.
- 8.4 <u>Special Meetings:</u> Special meetings of the membership for any purpose may be called at any time by the President, the majority of the Board of Directors, or the holders of not less than twenty-five percent (25%) of all voting memberships in good standing entitled to vote at the meeting. At such special meeting no business other than that specified in the notice of the call shall be conducted.
- 8.5 <u>Conduct of Meetings:</u> The President, or if absent, the Vice-President, and in his/her absence, any person chosen by the members present in good standing shall call all meetings of members to order and shall act as chair of the meeting. The Secretary or, if absent, an Assistant Secretary shall act as Secretary of all meetings of the membership. In the absence of the Secretary or Assistant Secretary, the presiding officer may appoint any other person to act as Secretary of the meeting.
- 8.6 Notices:
  - (a) Notice of the time and place of the annual meeting of the membership shall be given by delivering personally or by mailing to the address of record a written or printed notice at least ten (10) days before the meeting to each member. If the member is unreachable at the address of record, the notice required herein shall be considered adequate and given.
  - (b) At least ten days prior to the meeting, written notice of each special meeting of the membership, stating the place, day and hour of the meeting shall be mailed to each member at the address of record
- 8.7 Quorum: Except as otherwise required by law, a quorum at any annual or special meeting of the membership shall consist of members in good standing representing twenty-five percent (25%) of the voting memberships of the Corporation entitled to vote at the meeting. If less than a quorum is present at a meeting, then and only then, can proxies be used in quorum counting and voting.
- 8.8 <u>Manner of Acting:</u> The affirmative vote of a majority of members represented at a meeting and entitled to vote on the subject matter, at a meeting at which a quorum is present, shall be the act of the membership.

#### 8.9 <u>Voting of the Membership:</u>

- (a) Except as otherwise provided in these Bylaws, each member, on each matter submitted to a vote at a meeting of the membership, shall have one vote for each membership registered in his/her name on the books of the Corporation.
- (b) If any membership is held by two or more persons jointly, the several holders of said interest shall be entitled to collectively cast one vote for each such membership, in the event said membership is held by joint owners, by a corporation, and/or partnership, such entity shall designate one (1) voting party who shall be entitled to cast the vote for each such membership and enjoy the use during the period of such designation of the campsite so reserved for each such membership, and the person so designated shall be entitled to enjoy the privilege of said campsite and the general facilities of the Corporation.
- (c) At each election for directors every member entitled to vote at the election shall have the right to vote in person or by proxy, as provided in Article 8.10, the number of memberships owned by him/her for as many persons as there are directors to be elected and for whose election he/she has a right to vote.
- 8.10 <u>Proxies:</u> In such event, the member must execute the proxy in writing and specify the person authorized to vote on his/her behalf. Unless otherwise provided in the proxy, a proxy may be revoked at any time before it is voted.
- 8.11 <u>Waiver of Notice:</u> A waiver of any notice required to be given any member may be given orally or in writing by the person or persons entitled to notice, whether before or after the time stated in it for the meeting.
- 8.12 <u>Action of the Membership by Communications Equipment:</u> Members may participate in a meeting of the membership 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 this means shall constitute presence in person at a meeting.
- 8.13 <u>Voting of Memberships by Certain Members:</u> Memberships held by a legally appointed administrator, executor receiver, guardian, and conservator, may be voted by such representative.

#### **ARTICLE IX**

#### **Board of Directors**

- 9.1 Number of Board of Directors: The Board of Directors shall be elected by the membership. The Board of Directors shall consist of at least seven (7), but no more than nine (9) directors. The membership may, by resolution, change the number of directors it is composed of from time to time so long as in doing so the terms of incumbent directors are not shortened. In addition to the powers and authorities expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Board of Directors may exercise all powers of the Corporation and do all lawful acts and things which are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the membership.
- 9.2 Tenure and Qualifications: Each director shall be a voting member in good standing. In the event a director ceases to be a member in good standing, he/she shall also cease to be a director and the office shall thereupon become vacant. The tenure of the initial Board of Directors shall consist of the following: the three (3) candidates receiving the most votes will each serve a three (3) year term; the next three (3) candidates receiving the most votes will each serve a two (2) year term; and the candidates for the remaining seats will serve a one (1) year term. All subsequent members of the Board of Directors will serve a term of three (3) years.

#### 9.3 Powers and Duties of the Board:

- (a) The Board of Directors shall exercise the corporate powers of this Corporation.
- (b) The Board of Directors shall have the entire charge of the proprietary interest and business affairs and transactions of the Corporation with full power and authority to manage, control, regulate, and conduct the same. They shall have full power and authority to define and limit the powers and duties of all officers, agents, servants, employees, and others not otherwise provided by these Bylaws.
- (c) The Board of Directors shall have power and authority to fix the salary compensation of all agents and employees and to pay reimbursements of unusual and reasonable expenditures incurred by agents, employees and officers.
- (d) Any agent or employee elected or appointed by the Board of Directors may be removed by the Board of Directors at any time, whenever in the judgment of the Board of Directors that the best interests

- of the Corporation will be served by such removal, but the removal shall be without prejudice to the contract rights, if any, of the person removed.
- (e) The Board of Directors shall have the power to levy and collect annual dues as may be fixed from time to time by the Board of Directors, PROVIDED, however, the annual dues may not be increased by the Board of Directors without first having obtained the approval of the majority of the members at any regular or special meeting of the members called for said purpose, PROVIDED, further, that in no event shall the membership fix the annual dues below the pro-rata portion of the Corporation's annual financial requirements based on projected loan and contract repayment requirements, maintenance and operation expense, reserve for taxes and insurance, long term guarantees, reserves, and anticipated delinguencies.
- (f) The Board of Directors may levy special assessments for capital improvements for the reconstruction, repair, replacement, or construction of general facilities, and/or water and sewer, PROVIDED, however, that any assessment shall have the assent of two-thirds (2/3) of the members present voting at any meeting duly called for this purpose.
- (g) The Board shall have full power and authority to create and establish officers or assistant officers or committees not provided for by these Bylaws and define the duties of such additional officers and committees.
- (h) The Board of Directors shall have the power to appoint the members of all committees referred to in the Bylaws and to create and appoint such additional committees or sub-committees as they may deem for the best interests of the Corporation, and all members of such committees shall serve at the pleasure of the Board of Directors and shall have such power or duties and responsibilities as may be fixed by resolution of the Board of Directors from time to time.
- (i) The Board of Directors shall have charge of the regulation and control of all income of the Corporation from all sources, except as otherwise provided in these Bylaws.
- (j) The Board of Directors shall have the power to adopt and publish rules governing the properties and affairs of the Corporation and the personal conduct of the members and their quests thereon.
- (k) The Board of Directors shall have the authority to recommend the removal of any director for just cause. Such recommendation shall be directed to the membership for consideration, either at the annual meeting or a special meeting called for such purpose. The recommendation shall state the reason for the recommended removal.
- 9.4 <u>Change of Number:</u> The number of directors may at any time be increased or decreased by the members at any annual or special meeting provided that no decrease shall have the effect of shortening the term of any incumbent director.
- 9.5 Interim Vacancies and Appointments: All vacancies in the Board of Directors, whether caused by resignation, death, or otherwise, may be filled by the affirmative vote of a majority of the remaining directors even if it is less than a quorum of the Board of Directors. A director elected to fill any vacancy shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified. The Board of Directors may fill any position on the Board of Directors to be filled by reason of an increase in the number of directors for a term of office continuing only until the next election of directors by the members.
- 9.6 Removal of Directors by Membership: At a meeting of the membership called expressly for that purpose, the entire Board of Directors, or any director, may be removed by a vote of the majority quorum present at an election of directors. Notice of the proposed removal shall be given to all members and the director proposed to be removed, not less than fifteen (15) days prior to the proposed removal. Such notice shall state the reason for the proposed removal. EXAMPLE: Unexcused absence from three (3) consecutive meetings of the Board of Directors shall be due cause. Any director who is so removed shall automatically be removed as an officer of the Corporation.
- 9.7 <u>Regular Meeting:</u> Regular meetings of the Board of Directors or any committee may be held without notice at the principal place of business of the Corporation or at any other place or places, either within or without the State of Washington, as the Board of Directors or such committee, as the case may be, may from time to time designate. The annual meeting of the Board of Directors shall be held without notice immediately after the adjournment of the annual meeting of the membership.
- 9.8 <u>Special Meetings:</u> Special meeting of the Board of Directors may be called at any time by the President or on written call by any two directors, to be held at the principal place of business of the Corporation or at

- any other reasonable place or places the Board of Directors or the person or persons calling the meeting may from time to time designate. Notice of all special meetings of the Board of Directors shall be given to each director two days in advance by telephone, by letter, or personally. The notice shall specify the business to be transacted at, and the purpose of, the meeting.
- 9.9 <u>Conduct of Meetings:</u> The President, or if absent, the Vice-President, and in their absence, any person chosen by the directors present shall call all meetings of the Board of Directors to order and shall act as chair of the meetings. The presiding officer may appoint any other person present to act as Secretary of the meeting if the Secretary is absent.
- 9.10 <u>Quorum:</u> A majority of the Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business, but if less than a majority is present at a meeting, a majority of the directors present at the meeting may adjourn the meeting without further notice.
- 9.11 <u>Manner of Acting:</u> 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 of Directors.

#### 9.12 Waiver of Notice:

- (a) Whenever any notice is required to be given to any director or a committee member under the provisions of these Bylaws or the Articles of Incorporation, a waiver of notice may be given in writing or orally by the person entitled to notice, whether before or after the time notice was to have been given. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board or a committee need be specified in the waiver of notice of the meeting.
- (b) The attendance of a director or a committee member at a meeting shall constitute a waiver of notice of the meeting, except where the director or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- 9.13 Registering Dissent: A director who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting, before the adjournment thereof, or shall forward dissent by registered mail to the Secretary of the Corporation immediately after adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.
- 9.14 Resignation: Any director may resign at any time by delivering written notice to the Board of Directors.
- 9.15 <u>Loans:</u> The Corporation shall make no loans to the directors or officers, unless first approved by the holders of two-thirds of the voting members. No loans shall be made by the Corporation secured by its own memberships. The Corporation may not incur any loans secured by its memberships.
- 9.16 Action of Directors by Communications Equipment: Any action requiring a meeting or which may be taken at a meeting of directors, or of a committee, may be taken 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. Participation by this means shall constitute presence in person at a meeting.

#### ARTICLE X

#### Board Vacancies and Elections

#### 10.1 Vacancies:

- (a) Vacancies on the Board of Directors shall be filled as provided in these Bylaws.
- (b) Except for interim vacancies and appointments, the Board of Directors shall appoint from their own members and the members at large, three (3) members who shall constitute a Nominating and Election Committee. This committee, at least thirty (30) days before the holding of the meeting for the election of Directors, shall nominate two (2) persons for each vacancy to be filled on the Board of Directors, and the nominees so selected for each vacancy shall be deemed duly nominated and shall appear on the election ballot hereinafter referred to.
- (c) Immediately after making said nominations, the Nominating and Election Committee shall post the names of the nominees on the common property at such place designated by the Board of Directors.
- (d) The members shall have the right to nominate additional parties upon filing with the Secretary or President a petition along with nominee's letter of agreement. Said petition must be filed with the President of the Corporation or the Secretary within ten (10) days after said Nominating Committee has posted its nominees.

- (e) Only those nominees designated by the Nominating and Election Committee and/or the membership, as aforesaid, shall be eligible for election. No nomination can be taken from the floor.
- (f) Board members may not serve more than two (2) consecutive terms.
- 10.2 The Directors receiving the majority vote at the regular or special meeting called for said purpose for the number of vacancies to be filled should be deemed elected.
- 10.3 The President, at the meeting called for the election of the Board of Directors, shall appoint a separate election committee consisting of three (3) members to count the ballots and shall certify the results of the ballot to the membership.

#### **ARTICLE XI**

#### Officers

- 11.1 <u>Designations:</u> The officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board may designate. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- 11.2 <u>Election and Term of Office:</u> The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held immediately after each annual meeting of the members. The officers shall hold the office until his/her successor is elected and qualified.
- 11.3 President: The President shall preside at all meetings of membership and directors, shall have general supervision of the affairs of the Corporation, and shall perform all duties incident to the office or properly required by the Board of Directors. The President shall sign with the Secretary all deeds and contracts on behalf of the Corporation, which shall be properly authorized by the Board of Directors. The President shall have the power and authority to sign with the Secretary or Assistant Secretary all the certificates of membership of the Corporation. The President is also an ex-officio member of all committees. The President, or his/her designee, shall be responsible for communicating all decisions made by the Board of Directors to the appropriate personnel and/or committee.
- 11.4 <u>Vice-President:</u> The Vice President, in the absence of the President, shall perform the duties of President, and in case the office of the President becomes vacant for any reason, the Vice-President shall thereupon assume the duties of the President and act as such for the unexpired portion of the term for which the duly elected President was serving before the said office was vacated. In case such contingency arises, the Board of Directors shall, by majority vote, elect one of its members as Vice-President.
- 11.5 <u>Secretary:</u> The Secretary shall issue notices for all meetings, except notices for special meetings of the membership and special meetings of the directors which are called by the requisite number of members or directors, shall keep minutes of all meetings, shall have charge of the seal, if any, and the corporate books, and shall make the reports and perform any other duties properly required by the Board of Directors.
- 11.6 <u>Treasurer:</u> The Treasurer shall have the custody of all moneys and securities of the Corporation, keep regular books of account, disburse the funds of the Corporation in payment of the just demands against the Corporation or as may be ordered by the Board of Directors, take proper vouchers for disbursements, and shall give the Board of Directors accountings of all transactions and of the financial condition of the Corporation. The Treasurer shall perform any other duties incident to his/her office or that the Board of Directors properly requires.
- 11.7 <u>Delegation</u>; In the case of absence or inability to act of any office of the Corporation and of any person authorized to act for the officer, the Board of Directors may from time to time delegate the powers or duties of that office to any other office or any director or other person whom it may select.
- 11.8 <u>Vacancies:</u> The Board of Directors may fill vacancies in any office arising from any cause at any regular or special meeting of the Board. Such officer/director shall serve until the next election of the officers by the Board of Directors.
- 11.9 <u>Bonds:</u> The Board of Directors may, by resolution, require any and all of the officers to give bonds to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with other conditions that the Board may from time to time require.

## **ARTICLE XII**

#### *Finance*

- 12.1 <u>Depositories:</u> The moneys of the Corporation shall be deposited in the name of the corporation in any financial institution(s) the Board of Directors shall designate, and shall be drawn out only by check or other order for payment of money signed by persons and in the manner determined by the Board of Directors.
- 12.2 <u>Checks, Drafts. etc.</u> All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the Treasurer and the President of the Corporation and/or in the manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors. This authorization may be general or confined to specific instances.
- 12.3 <u>Loans:</u> No indebtedness for borrowed money shall be contracted on behalf of the Corporation and no evidences of corporate indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Authorization may be general or confined to specific instances.

#### **ARTICLE XIII**

#### Committees

The Board of Directors shall have the power to appoint such committees as they may deem appropriate for the governing of the affairs of the Corporation, under the supervision of the Board of Directors, which committee shall consist of such number and have such power as may be fixed from time to time by the Board of Directors.

#### **ARTICLE XIV**

#### Regulations and Rules

- 14.1 Nothing contained in these rules, regulations, and Bylaws which are deemed in conflict with the requirements of Snohomish County in connection with the business affairs of the Corporation shall be effective and any rule or regulation in conflict with the requirements of any County instrumentality respecting the same shall be deemed amended to comply with the requirement of the County.
- 14.2 The Board of Directors will present any rule changes at the annual meeting for vote by the membership.
- 14.3 Members are responsible for all power used on their site. Electricity will be charged per amount shown used on meter, at the same rate as the electrical charges determined by the Power Company plus a handling fee per billing. All sites are metered and meters will be read four (4) times a year: January, April, July and October. Bills will be sent out accordingly and must be paid within 30 days from postmarked date. No second notice will be sent. On the 31st day if charges have not been paid the electricity to the member's site will be disconnected. The Club is not responsible for any damages incurred because of lack of power.
- 14.4 Members shall, at all times, abide by the general rules of safety and conduct as established from time to time by the Board of Directors.
- 14.5 Violation of the Rules/Bylaws/Articles of Incorporation/County Conditional Use Permit shall result in action by the Board of Directors. Action allowed by these Bylaws includes loss of membership.

#### **ARTICLE XV**

#### **Notices**

Except as may otherwise be required by law, any notice to any member or director may be delivered personally or by mail. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at his/her last known address in the records of the Corporation, with postage prepaid. It is the responsibility of the members to notify the Club Secretary of any changes of address and/or telephone number.

#### **ARTICLE XVI**

#### Indemnification

16.1 The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Club) by reason of the fact that he/she is or was a director, trustee, officer, employee or agent of the Club, against expenses (including attorneys'

- fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Club, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.
- 16.2 The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, or suit by or in the right of the Club to procure judgment in its favor by reason of the fact that he/she is or was a director, trustee, officer, employee or agent of the Club, against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Club and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Club unless and only to the extent that the court in which such action or suit was brought shall determine upon application, that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 16.3 To the extent that a director, trustee, officer, employee or agent of the Club has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in 16.1 and 16.2 or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.
- 16.4 Any indemnification under 16.1 and 16.2 above (unless ordered by a court) shall be made by the Club only as authorized in the specific case upon a determination that indemnification of the director, trustee, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in 16.1 and 16.2 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel designated by the Board in written opinion.
- 16.5 Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Club in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in 16.4 upon receipt of an undertaking by or on behalf of the director, trustee, officer, employee or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Club as authorized in this Article.
- 16.6 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of members in good standing or disinterested directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
- 16.7 The Club may purchase and maintain insurance on behalf of any person who is or was a director, trustee, officer, employee or agent of the Club against any liability asserted against him/her and incurred by him/her in any such capacity of arising out of his/her status as such, whether or not the Club would have the power to indemnify him/her against such liability under the provision of this Article.

## **ARTICLE XVII**

#### Dissolution

Upon dissolution of Pilaguamish Community Club and after all liabilities and obligations of the Club are paid, satisfied, and discharged, or adequate provision has been made therefore, all remaining assets shall be divided among and distributed to the then current members of the Club on the following basis: Each current member in good standing shall be entitled to receive the pro-ration of the remaining assets; equal shares that the purchase price paid for such member held plus twelve percent (12%) therefore for each consecutive full year of membership ending on the date of dissolution (hereinafter called "Membership Interest") bears to the aggregate membership interest of all current members in good standing.

No member may transfer or assign the membership right, including the foregoing rights and dissolution, except as specifically provided for in the then current Bylaws of the Club.

#### **ARTICLE XVIII**

Books and Records

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its membership and Board of Directors; and shall keep at its registered office or principal place of business or at the office of its transfer agent or registrar, a record of its membership, giving the names and addresses of all members and the number and class of memberships held by each. Any books, records, and minutes may be in written form or any other form capable of being converted into written form within a reasonable time.

#### **ARTICLE XVIV**

**Amendments** 

- 19.1 <u>By Members:</u> These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the members in good standing at any regular or special meeting of the membership.
- 19.2 By Directors:

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(a) The Board of Directors shall have power to make, alter, amend and repeal the Bylaws of this Corporation. However, any Bylaws or any alteration, amendment or repeal of the Bylaws, may be changed or repealed by the majority of the members entitled to vote at any membership meeting.

Adopted by resolution of the Corporation's Board of Directors on March 1, 2009

## **RULES**

(Adopted March 1, 2009)

#### **GENERAL**

#### **PREAMBLE:**

Any conditions not specifically provided for in these Rules and Regulations and the Bylaws are to be considered unauthorized. If there is no Rule, Bylaw, Site Policy, etc. that covers a specific issue, written authorization must be requested from the Board of Directors before proceeding. No applicable Rule does not mean that members can do as they wish without further authorization.

- 1. All rules contained in this document and Bylaws must be adhered to at all times.
- 2. Any disagreement or dispute of these rules must be brought to the attention of the Board of Directors, not the Ranger. All disputes must be put in writing, signed and turned into a Board Member as soon as possible. No action will be taken on unsigned submissions.
- 3. The Rangers follow the rules and regulations set forth by the Board of Directors
- 4. Every member and/or guest must sign in and sign out.
- 5. If your RV is being brought in or taken out, please indicate so when you sign in or out by stating "RV Out" or "RV In".
- 6. We strongly urge everyone to attend the monthly meetings held the first Sunday of each month (or as scheduled) at 10:00 AM.
- 7. Final decisions in all matters shall rest with the Board of Directors.
- 8. It is the responsibility of every member to report any violation of any rule or regulation to the Ranger or a Board Member.
- 9. Any family member or guest using a Pilaguamish membership without the member must be at least 18 years of age.
- 10. Members are financially responsible for any damage caused by any family member or guests to Pilaguamish Community Club property. An additional fee will be assessed to any member responsible for damage or extra cleaning of an accommodation other than normal wear and tear.
- 11. Pilaguamish Community Club is not responsible for any loss or damage to any personal property owned by the members, their immediate family or guest.
- 12. Fire pits, barbecues and other fireplace devices shall be inspected and approved by the Board of Directors or appointed committees. No fire will be left unattended at any time. All fire bans posted at the entrance shall be adhered to. Individual members shall be responsible for compliance with local government regulations, zoning, fire, health or building codes. HELP PREVENT FOREST FIRES!!
- 13. Littering is strictly prohibited. All campsites are to be kept in a neat, clean and orderly fashion. Fines may be assessed.
- 14. Each member will remove all garbage from their campsite. The Club is not responsible for removal of garbage. Any site left in a state of disorder may be subject to further action determined by the Board of Directors.
- 15. All wildlife within the boundary of the Club property shall be protected from hunting, trapping, and molesting in any way. The beaver dams on the Club property and the beavers are not to be tampered with or molested. Absolutely NO swimming, fishing, or trapping in beaver ponds NO ENCROACHMENT.
- 16. No weapons (firearms, bow and arrow, air guns, BB guns, paint ball guns, slingshots, slings. fireworks, etc.) may be worn or discharged on the property.

- 17. Antennas/Satellites, RV or portable only, will be used in the Club with Board or Ranger approval. No permanent ones will be allowed or considered.
- 18. No loud noises, including but not limited to talking, singing, playing radios, phonographs, musical instruments, etc. shall be permitted after 10:00 p.m. or before 8:00 a.m. with the exception of organized activities sponsored and publicized by the Club for the benefit of all.
- 19. Permanent outside clotheslines are not permitted.
- 20. Site numbers must be prominently displayed and nameplates may be allowed.
- 21. No signs, placards, petitions, solicitations or notices of any type or kind are to be located on a site, or on Club property. A designated bulletin board is provided in the Club House.
- 22. No member shall use any portion of the Pilaguamish Community Club for commercial purposes or self-gain. Sales of services or goods of any kind must have prior approval from the Board of Directors.
- 23. All staff and volunteers are under the direct jurisdiction of the Board of Directors. Any complaints or concerns must come to the Board of Directors at all times.
- 24. Washing or rinsing of vehicles or RVs is permitted only with Ranger's approval.
- 25. No dishes, utensils, clothing, etc., may be washed in any of the comfort stations. Port-a-potties shall be dumped at Dump Station ONLY.
- 26. No cooking is allowed in the clubhouse except for reserved functions.
- 27. Under no circumstances will minors be served or allowed to consume alcoholic beverages in the Club.
- 28. Club amenities and facilities will be kept open according to the Board of Director's discretion.
- 29. In the event of a lost or stolen gate card, a fee will be assessed for each duplicate gate card and the original gate card will be confiscated if used.
- 30. No member shall make a campsite or RV their primary place of residence per the Bylaws/Articles of Incorporation/County Conditional Use Permit. No member may use the Club for more than 179 days, non-continuous use per year. Your year begins on January 1.
- 31. Only completely self-contained vehicles are permitted in the areas serviced by a sewer system.
- 32. Wastewater and sewage must be handled as per instruction of the County Sanitation Department.
- 33. No campsite that adjoins the Club perimeter property line may be developed in any way within twenty-five (25) feet of the property line. No tree or foliage may be removed within this zone and no structures may be placed within this zone.
- 34. Permanent structures are allowed as defined by the County Conditional Use Permit.
- 35. All allowable utilities must be underground.
- 36. All county and state laws and regulations shall be adhered to within the Club boundary.
- 37. Asphalt or concrete products are prohibited for use in construction of roads, drives or pads.
- 38. No live trees in excess of four (4) inches in diameter may be removed without prior approval of the Board of Directors.
- 39. Fences are prohibited except for safety and dependent upon approval.
- 40. All membership sales, club and private, will be sold per established guidelines which may be obtained from the Membership Committee.
- 41. Site usage is restricted to a single camping unit but may include a combination of a camper vehicle, trailer, and a small tent EXCEPT as in such case the developer has installed more than one hook-up.
- 42. Purchasers of multiple memberships may place units on the campsites specified therein for use by family and friends but may not rent or otherwise commercialize the sites.
- 43. A member holding multiple contiguous sites may develop them into one site. The development of

- multiple sites into one site does not alleviate the member from paying dues and other charges on all sites developed. Dues must be paid on all memberships. Greenbelt must be restored when membership is sold.
- 44. Other than normal maintenance, no green belt shall be reduced or removed without the written approval of adjoining membership and the approval of the Board of Directors.
- 45. No vehicle, structure or other apparatus may be placed within five (5) feet of the midpoint of the greenbelt.
- 46. All wood obtained from within the Club property will remain on the Club property. Taking wood from the Clubhouse or from any membership site (without permission) will result in the possible loss of membership.
- 47. Campsite improvements and maintenance of the amenities are the individual responsibility of the member using said campsite.
- 48. The use of visquine, polyethylene or plastic coverings of any kind shall be used only with the prior written approval of the Board of Directors or its custodial agent.
- 49. Only brown, gray or green tarps are allowed in the Club. Any other color is not allowed.
- 50. All tarps used in the Club must be removed by May 1.
- 51. Climbing in posted areas is prohibited
- 52. On the day of the annual meeting or on the day of any special meeting called for the purpose of electing a Board of Directors, no signs, posters, or other campaign literature shall be allowed in or within clear view of the place designated as the meeting and voting place.
- 53. All outdoor lighting shall be used with discretion and consideration of other campers and with conservation in mind.

#### **SECURITY**

- 54. Our goal is to provide you with a safe and carefree stay at Pilaguamish Community Club. Anyone wishing access to the Club must first show proper identification upon request.
- 55. Possession or use of any controlled, dangerous or illegal substance, or the intent to distribute the same is strictly prohibited and will result in loss of membership.
- 56. Any accident or incident involving property damage or personal injury must be reported to the Ranger or a Board Member immediately.

#### **VEHICLES**

- 57. The use of motor and non-motor vehicles shall be regulated as follows:
  - (a) The speed limit for all roads within the Club is 9-1/2 MPH or as otherwise posted regardless of the type of vehicle operated. Your Board of Directors may impose a fine or suspension of facility use for any violation of this rule.
  - (b) Random riding of motorcycles will not be permitted in the Club.
  - (c) Parent(s) will be held responsible for all misuse committed by minors.
  - (d) Continuous misuse may result in loss of membership.
  - (e) Vehicular traffic is allowed on designated areas approved by the Board of Directors.
  - (f) Parking is permitted only in designated areas approved by the Board of Directors.
  - (g) Excessive vehicle noise is strictly prohibited.
  - (h) Persons operating an authorized vehicle or golf cart must have a valid driver's license or learner's permit and must be accompanied by an adult per state law.
  - (i) All vehicles and RVs must be operational and road ready.
  - (j) Major vehicle repairs are not allowed on any site, with the exception of emergency repairs. Emergency repairs are allowed only with the approval of the Board of Directors or Ranger.
  - (k) ATV (All Terrain Vehicles), "dirt motorcycles", motorized or electric scooters, and/or snowmobiles are not allowed to be operated in the Club.

## RECREATIONAL VEHICLE (RV) MAINTENANCE AND INSPECTIONS

- 58. All recreational vehicles being brought into the Club must be in good condition and meet the following requirements. The Rangers will inspect all first time RVs entering the Club and are authorized to refuse entry if these Club standards are not met. No RV will be allowed into the Club that:
  - (a) Has exterior damage,
  - (b) Needs painting,
  - (c) Has a leaky roof,
  - (d) Has broken windows, and
  - (e) Is unclean or is generally unsightly.
  - The RV must be repaired and restored outside the Club.
- 59. Recreational vehicles damaged in the Club due to seasonal storms may be repaired in the Club in a timely manner.
- 60. Recreational vehicles will be inspected on an as needed basis. Any RV not conforming to the standards established by the Club will be made to conform or will be removed.
- 61. Only recreational vehicles will be permitted in the Club. Park models and mobile homes are not allowed.

#### **SAFETY**

- 62. Use of the Pilaguamish Community Club's properties and its amenities is at your own risk.
- 63. It is recommended that helmets be worn while riding bicycles, motorbikes, skates and skateboards.
- 64. Fireworks are not permitted on the Pilaquamish Community Club property.
- 65. Fifty-foot water hoses shall be available at water hook-up on all sites in case of fire.
- 66. No hazardous materials or waste materials shall be stored in the Club without approval from the Board of Directors.

#### **PETS**

- 67. Pets may not be allowed to roam loose and must be kept under control and on a leash at all times while on the Club property. The Board of Directors reserves the right to request that an unruly, loud or misbehaving pet be removed from the Club. If said pet is not removed, the Board of Directors may have the pet removed at the owner's expense.
- 68. AT NO TIME will pets be allowed in the clubhouse, outside cooking and eating areas or restrooms. Owners of pets are responsible to clean up after their pets and are responsible for the sanitary disposal of their pet's waste.

#### **STORAGE**

- 69. Boats or boat/utility/snowmobile trailers may not be parked along roads or thoroughfares and may not be stored on-site.
- 70. Vehicles (cars, trucks, motorcycles) may not be left on site, without Board approval, if member is gone for more than 10 days.

#### **GUESTS**

- 71. Guests and members will respect other person's property and sites and will not enter other member's sites without permission.
- 72. Unaccompanied guests using a member's site must have either:
  - (a) A dated guest privilege form, or
  - (b) The Ranger or Gatekeeper must have received a dated guest privilege form from the member.
  - The Ranger or Gatekeeper will record the guest's time of entry into the park.
- 73. Members are responsible for all charges, debts, assessments, actions or damages caused by their guests and/or family members.

- 74. All guests, like members, shall use Pilaguamish Community Club properties and its amenities at their own risks.
- 75. All guests must abide by the rules and regulations of Pilaguamish Community Club.
- 76. Maximum duration of visit by guests is sixteen (16) days, unless the Board of Directors grants prior approval.

#### **MISCELLANEOUS**

- 77. The Board of Directors may suspend all rights of any membership, family member, or guest(s) including any rights to use the Club during the period of any continuing violation of these rules and regulations, Articles of Incorporation, Bylaws, and/or County Conditional Use Permit.
- 78. Members should report any unusual events to the Ranger or any Board Member.
- 79. Any articles found should be turned in to the Ranger. Pilaguamish Community Club does not assume any responsibility for lost or leftover items.
- 80. The Ranger's residence telephone is for emergency purposes only. If you need to make a telephone call, there is a telephone in the clubhouse. Limit calls to five minutes.
- 81. Pursuant to Article 5.6 and Article 14.3, lots with multiple electrical meters must pay all charges that may be incurred by all meters on their site.
- 82. All proposed building and/or changes to site must go through the appointed Building Committee, be approved by the Board of Directors prior to start, then reapproved after completion. (See Building Rules and Guidelines)
- 83. Only approved propane tanks can and will be filled during the hours of 7:00 am and 7:00 pm.
- 84. Propane containers (other than those that came with the RV) must be located at least ten feet from the electrical box, ten feet from any RV appliance, five feet from the RV unit and three feet from any boundary line. Propane containers must be located so they don't interfere with the removal of the RV unit. Only one container is allowed per camping site.
- 85. The Club Gatekeeper hours are 7:00 am to 10:00 pm. Any entry between 10:00 pm and 7:00 am will be by gate card only. Any other request for entry will result in a \$25 fee upon entering. THERE WILL BE NO EXCEPTIONS.
- 86. No skirting is allowed on trailers and/or 5th wheels. Snap skirting around the front of a 5th wheel may be allowed with Board approval.
- 87. If a membership has an illegal structure built on the site, the sale of the membership cannot take place until the illegal structure has been corrected.
- 88. Violation of these Rules, Bylaws, Articles of Incorporation, County Conditional Use Permit shall result in action by the Board of Directors. Action allowed by these Rules may include finds and/or loss of membership.
- 89. The process when not abiding by the Club Rules, Bylaws, Articles of Incorporation and County Conditional Use Permit is:
  - (a) Step 1 A Ranger or Board Member will issue a verbal warning and place a written summary in the member's file.
  - (b) Step 2 A written citation, with a \$25 fine payable within 30 days, will be issued to the member by a Ranger or Board Member. The member will sign a copy of the warning acknowledging receipt of the warning. The signed copy will be placed in the member's file. The member must take corrective action within the time frame stated in the citation.
  - (c) Step 3 A second written citation with a \$150 fine will be sent to the member via Registered mail. A copy will be placed in the member's file. The member must take corrective action within the time frame stated in the citation.
  - (d) Step 4 A written termination letter will be sent to the member via Registered mail. The member will have ten (10) days to remove their personal property from the Club and the membership will be cancelled.
  - (e) Infractions will stay on file for one year from date of infraction.

# Selling Memberships from Current Member to New Member

(Adopted March 1, 2009)

# **Private Membership Lots**

The selling member will notify the Membership Committee of their intention to sell the membership to a new potential member.

Membership Committee will provide current member with a membership application to be given to the potential member.

Membership Committee will notify Building Committee of potential sale of membership. The Building Committee will inspect the membership lot. All illegal changes made by the selling member must be corrected prior to the sale of the membership. If you are selling two memberships that were developed into one, and you are selling the two memberships as two separate lots, the greenbelt must be restored. All greenbelt encroachments must be corrected.

The membership must be in good standing, in compliance with all rules and Bylaws, Articles of Incorporation and all fees, fines, dues and assessments must be paid in full before sale and transfer can be completed.

Potential member will complete application and submit to Membership Committee along with applicable transfer fee. The fee can be paid by either the current member or the potential member.

Membership Committee will submit application to Board of Directors for approval or disapproval.

Upon approval of the applicant the new member will meet with the Membership Committee and be given a copy of the Club Bylaws and Rules.

# **Selling Club Membership Lots**

When a membership campsite is returned to the Club as a club campsite following the steps in Rule 89 or other process, i.e. voluntary forfeiture by the member, the following schedule will be followed:

- (a) The Club campsite will be held for 90 days.
- (b) A committee of three board members will set the minimum sale price.
- (c) On day 91 the Club campsite will be posted on the Clubhouse bulletin board with a sale price
- (d) The availability of the membership will be announced at the next monthly club meeting.
- (e) Sealed bids will be accepted for 30 days after the above mentioned 91 days.
- (f) On day 31 these bids will be opened by three board members. The highest bidder will be the winner. Ties in the highest bid will be settled by a name drawn from a hat.
- (g) Highest bidder will still have to go through the normal procedures with the membership committee.

NOTE: If you are interested in purchasing a different or an additional site, let the membership committee know so you can be notified when sites become available.

# **Building Rules and Guidelines**

(Adopted March 1, 2009)

# All changes and new builds need approval from the Building Committee

No fences are allowed, except for safety, depending on approval. No poured concrete or asphalt is permitted.

One of each of the following, depending on space required, is allowed:

Shed, Deck, Cabana, Wood Shed, Golf Cart Shed, Roof over Recreation Vehicle

Buildings shall not interfere with the removal of the Recreation Vehicle.

#### **GENERAL**

- 1. Before construction of any building, plans shall be submitted to the Board of Directors through the Building Committee and shall include all details as to location on the site, materials to be used, dimensions and paint/stain color.
- 2. The Building Committee will inspect the site and will approve/disapprove/alter the plans as to location, size, design, type of materials and any details included with the plans prior to submitting the plans to the Board of Directors.
- 3. The Board of Directors shall have the right and power to add, delete, alter or reject any plan presented for approval by the Building Committee.
- 4. In cases where plans, or portion(s) thereof, are rejected or altered by the Building Committee, the member of record shall have the right to request a review of the Building Committee's decision by the Board of Directors, which decision shall be final.
- 5. Copies of the approved/disapproved/altered plans will be returned to the member of record, retained by the Board of Directors and by the Building Committee.
- 6. Completion shall be accomplished within thirty (30) days from date of first phase of construction,
- 7. Any changes from approved plans must be approved <u>prior</u> to making any change.
- 8. Any building not approved will be modified to conform to the building rules and the member may be subject to a \$500 fine.
- 9. Buildings shall be of size so as to not dominate the site.
- 10. Buildings are restricted to a maximum of 12'-0" from ground level to the highest part of roof.
- 11. Buildings shall not be constructed with sleeping lofts nor shall they be used for sleeping accommodations.
- 12. Buildings shall be constructed on pier blocks, with support above ground level or on railroad ties, landscape timbers, or other approved material.
- 13. Approved roofing material allowed:
  - Composition rolled or 3 Tab of a natural color
  - Cedar Shingles or Shakes
  - Industrial grade of metal corrugated in brown or green
- 14. Paint color(s) must blend with surrounding natural terrain.
- 15. Wood stoves are permitted if installed in accordance with quidelines approved by the Board of Directors.
- 16. Plumbing or plumbing fixtures are not allowed.

#### **CABANAS**

- 17. Cabanas shall be limited to a maximum roof size of 256 square feet with a maximum 18" roof overhang.
- 18. Cabanas shall have a permanent opening on one side or end of 6'-0" height and 6'-0" width minimum. Doors or locks are not permitted on this opening.
- 19. Cabanas shall not have concrete or wood floors. Gravel or dirt only is allowed.

#### **SHEDS**

- 20. Sheds shall be limited to a maximum size of 120 square feet with maximum 18" roof overhang.
- 21. A wood shed shall be limited to 4' by 10' or a similar area, and have a roof with maximum 18" overhang.
- 22. A golf cart shed shall be limited to 10' by 10' closed on three sides. The fourth side may be tarped, with maximum roof overhang of 18".

# **RV METAL COVERINGS-Approval Needed**

23. Maximum width of 18 feet, Maximum length of 40 feet, Brown or Green only. Roof metal may extend down one (1) foot. No end caps. These have to be portable with no cement used. Three (3) foot anchorage augers may be used to stabilize. Manufacturer needs to be approved by the Board of Directors.

#### **DECK**

24. The deck may be 8' wide and of a length to match the RV awning. If no RV is present, a maximum 100 square foot deck is allowed.