



ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS OF THE PARK

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

Adopted Articles of Incorporation and Bylaws: July 10, 2022
Adopted Rules & Regulations: September 11, 2022

Revised, 6/24, 7/24, 4/25, 4/26



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A Washington Non-Profit Corporation

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PILAGUAMISH COMMUNITY CLUB

A Washington Non-Profit Corporation

BYLAWS

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 **Other Offices:** 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

- 3.1 **Membership:** 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) **Voting Memberships:** 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 **Issuance of Memberships:** No memberships of the Club shall be issued unless authorized by the Board of Directors.
- 3.3 **Consideration for Memberships:**
- (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:

- 5.1 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 **within the 30 days after receiving the invoice (April, July, October, and January)** (*Revised 7/24*). 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 **Meeting Place:** 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 **Annual Meeting Time:** 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 **August** at 10:00 a.m. on the Club property, unless otherwise specified by the Board of Directors. *(Revised 7/24)*
- 8.3 **Annual Meeting - Order of Business:** 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 Articles of Incorporation and Bylaws provided.
- 8.4 **Special Meetings:** 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 **Conduct of Meetings:** 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 **Manner of Acting:** 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 Voting of the Membership:

- (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.
 - (d) In the event of a Public Health Emergency, the Board may elect to do mail in ballots.
- 8.10 **Proxies:** 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 the vote is taken.
- 8.11 **Waiver of Notice:** 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 **Action of the Membership by Communications Equipment:** 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 **Voting of Memberships by Certain Members:** 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 delinquencies.
 - (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, change and publish Rules and Regulations governing the properties, the affairs of the Corporation and the personal conduct of the members and their guests therein. The Board of Directors shall present any changes of the Rules and Regulations to the membership at the next meeting for majority vote by the attending membership.
- (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 **Change of Number:** 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 **Regular Meeting:** 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 **Special Meetings:** 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 **Conduct of Meetings:** 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 **Quorum:** 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 **Manner of Acting:** The act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the Board 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 **Loans:** 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 **Designations:** 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 **Election and Term of Office:** 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 **Vice-President:** 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 **Secretary:** 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 **Treasurer:** 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 **Delegation;** 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 **Vacancies:** 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 **Bonds:** 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 **Depositories:** 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 **Checks, Drafts, etc:** 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 **Loans:** 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

Rules and Regulations

- 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 shall present any changes of the Rules and Regulations to the membership at the next meeting for majority vote by the attending 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: February, May, August and November. 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 postmarked by the United States Postal Service, 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 Treasurer of any changes of name, address, telephone number or email.

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 XXIV

Amendments

- 19.1 **Bylaws:** These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the members present and in good standing at the next meeting.
- 19.2 **Rules and Regulations:** The Board of Directors shall have power to adopt, change, and publish Rules and Regulations governing the properties, the affairs of the Corporation and the personal conduct of the members and their guests therein. The Board of Directors shall present any changes of the Rules and Regulations to the membership at the next meeting for majority vote by the attending membership.



PCC Secretary



RULES & REGULATIONS OF THE PARK

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

Adopted Rules & Regulations: September 11, 2022

Revised, 6/24, 7/24, 4/25, 4/26

PILAGUAMISH COMMUNITY CLUB

A Washington Non-Profit Corporation

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PREAMBLE

The Pilaguamish Community Club Rules and Regulations reflect the Bylaws, Articles of Incorporation and County Conditional Use Permit. They are intended for the protection, well-being and enjoyment of outdoor recreation for all members, guests and employees. Adherence is required by all and will be enforced.

Any conditions not specifically provided for in the Rules and Regulations are to be considered unauthorized. If there is no rule or regulation that covers a specific issue, written authorization must be obtained from the board of directors before proceeding. The absence of an applicable rule or regulation does not mean that members can do as they wish without further authorization. Final decisions in all matters will rest with the board of directors.

The Pilaguamish Community Club Board of Directors formally holds club meetings from March to November each year on the first **or Second Sunday depending on how the holidays fall each month** (or as scheduled) at 10:00 am. To stay informed regarding the club and to participate in voting, member attendance is strongly encouraged. *(Revised 4/26)*

GLOSSARY OF TERMS

BACKFLOW VALVE: A backflow preventer valve is designed to prevent the water in your primary water line from flowing in a reverse direction and causing contamination of the water supply. Backflow preventer valves are required for all members when connecting any RV to the Pilaguamish Club water system.

BURN BAN: A burn ban is when a restriction is put on outdoor, residential, agricultural, and forest burning. This ban can be instigated by the Washington Department of Natural Resources, local county fire districts, and the Pilaguamish Community Club. Our club follows recommendations issued by the county and state. Burn bans include firepits, BBQs, and indoor fireplaces, unless they are the only source of heat during the winter months. The only exception is that the use of propane fireplaces is permitted during a burn ban. If there is a burn ban in place, there will be signage posted as you enter club property.

GATEKEEPER: The gatekeeper is an employee of Pilaguamish Community Club assigned to monitor and assist with entry and exit to and from the Pilaguamish Community Club. In addition, the gatekeeper assists with the operations of the club. In an emergency, the gatekeeper is a designated contact person. The gatekeeper's residence (aka the Pan Abode) is the house located to the right of the road as you enter the property.

If the gatekeeper is not available, the assistant gatekeeper is a designated contact person. The assistant gatekeeper is in the RV located within the fenced area at the far right of the road as you enter the property.

GUEST: Non-immediate family or friend of a member.

GREENBELT: The greenbelt refers to the area between two membership lots. Usually, this consists of a green area of trees and bushes that is not useable space, but is preserved for environmental purposes.

FAMILY MEMBER: Spouse, parents, siblings and/or children of the owner(s) listed on the membership certificate.

MEMBER: Name(s) on membership certificate.

MEMBER'S LOT: Any site, lot, or campsite assigned to a member.

MEMBERSHIP: The rights, privileges and responsibilities given to Pilaguamish Community Club members.

MEMBERSHIP CERTIFICATE: An official Pilaguamish Community Club document granting the exclusive use of an assigned lot. These lots are not deeded properties. The land itself is owned in whole by the Pilaguamish Community Club.

RANGER: The ranger is an employee of Pilaguamish Community Club with the responsibilities of ensuring the safety of the club, overseeing security, and enforcing the Rules and Regulations. In an emergency, the ranger is a designated contact person. The ranger's residence is located to the left of the road as you enter the property.

RECREATIONAL FIRES: Fires contained in an outdoor fire pit.

RECREATIONAL VEHICLE (RV): Recreational vehicles (RVs) in this document refer to motor homes, trailers, 5th wheel trailers, conversion vans, campers, and tent trailers.

THE CLUB: The Pilaguamish Community Club and its members.

WINTERIZATION: The process of preparing a member's lot for the winter season.

RULES AND REGULATIONS

1. ADMINISTRATION

- 1.1 The board of directors may suspend all rights of any membership, including any member, family member, or guests, during a period of any continuing violation of the Bylaws & Rules and Regulations, and/or Articles of Incorporation.
- 1.2 The board of directors has the authority to issue fees and fines for member non-compliance of the Bylaws & Rules and Regulations, and/or Articles of Incorporation, in accordance with the current fee & fine schedule. The board of directors may designate club employees to issue fines or fees.
- 1.3 The board of directors has the authority to terminate any membership if a member, family member, or guest commits a violation of certain rules as defined in the Bylaws & Rules and Regulations, and/or Articles of Incorporation.
- 1.4 The board of directors will keep club amenities and facilities open according to its discretion.
- 1.5 All staff and volunteers are under the direct jurisdiction of the board of directors. Any complaints or concerns must be reported to the board of directors either in writing, via email, or delivered to the club drop box/slot. Action will not be taken on unsigned submissions.
- 1.6 All staff and volunteers must abide by the Rules and Regulations set forth by the board of directors.
- 1.7 The club is not responsible for any loss or damage to any personal property owned by the members, their immediate family or guests.
- 1.8 The club gatekeeper **office** hours are **8:00** am to **4:00** pm every day. Any entry between **4:00** pm and 7:00 am will be by gate card only. Any request for entry **between 10:00 pm and 7:00 am** will result in a fee issued. There will be no exceptions. *(Revised 4/26)*
- 1.9 The club is not responsible for any lost or stolen card keys. Each duplicate card key will be assessed a fee. Report any stolen card key to the gatekeeper immediately.
- 1.10 The club propane tank refill hours are 8:00 am to 7:00 pm every day. Only approved propane tanks marked with the member's lot number will be refilled.

2. ANTENNA AND SATELLITE DISHES

- 2.1 Antenna and satellite dishes shall be allowed on a member's lot with the written approval of the board of directors or ranger.
- 2.2 Antennas and satellite dishes shall be located inside the member's lot no closer than three (3) feet from the lot perimeter. If the desired location is outside a member's lot, the location must be approved by the ranger prior to installation.
- 2.3 No satellite dish can be placed on a roadway.
- 2.4 Unused or abandoned antennas and satellite dishes must be removed unless they are a permanent part of an RV.
- 2.5 If a member's lot is sold, all external antennas and satellite dishes must be removed unless the equipment is included in the written sales contract. Otherwise, this equipment must be removed by the member before the sale is approved by the board of directors.
- 2.6 The ranger must be informed of all scheduled installations of a new antenna or satellite dish.
- 2.7 A member and/or ranger shall be present during a new antenna or satellite dish installation to ensure proper placement on the lot.

3. APPEALS PROCESS

- 3.1 All members are entitled to the appeals process.
- 3.2 A member may initiate a written appeal regarding a disagreement or dispute within thirty (30) days of the receipt of any fine, violation, or decision.
- 3.3 The appeal must be in writing and sent to the board of directors either via email or delivered to the club drop box/slot. No action will be taken on unsigned appeals.
- 3.4 The board of directors shall consider the appeal that has been submitted and may conduct a hearing and/or request additional information, if deemed necessary.
- 3.5 A written decision shall be rendered within thirty (30) days of the appeal. The decision of the board of directors shall be final and binding on all parties.

4. BUILDING RULES AND SPECIFICATIONS

4.1 BUILDING PLAN PROCESS

- 4.1.1 All proposed construction of new or existing buildings must undergo the approval process before work can begin. Repair work to existing buildings does not need approval by the building committee. **But if the work involves electrical, water, gray water or septic, the repairs need a work order approved before the work can begin. If your construction requires digging near any utilities, the Ranger must be contacted before works begins. (Revised 6/24)**
- 4.1.2 Before construction of any kind, a Building Request Form that includes a building plan is required. This form shall be submitted to the ranger and routed to the building committee.
- 4.1.3 Each building plan shall include all details as to location, size, design, type of materials and any related details prior to submitting the plan to the building committee.
- 4.1.4 The building committee will inspect the site and review the building plan.
- 4.1.5 The building committee will approve or disapprove or alter the plan as submitted to ensure compliance, prior to submitting to the board of directors.
- 4.1.6 In cases where the plan, or portion(s) thereof, are rejected or altered by the building committee, the member of record shall have the right to dispute any building committee decision to the board of directors.
- 4.1.7 The board of directors shall review the dispute and make an appropriate determination.
- 4.1.8 The board of directors shall have the final decision in all matters.
- 4.1.9 Copies of the approved/disapproved/altered plan will be returned to the member of record, retained by the board of directors, and retained by the building committee.
- 4.1.10 Once a building plan is approved by the board of directors, no changes may be made without submitting a new Building Request Form.
- 4.1.11 Any building not approved must be modified to conform to the building rules, and in addition the member will be subject to a fine.
- 4.1.12 **When using outside contractors, the Ranger must be notified that the contractor will be coming to the park so the Ranger can be on site as the work begins. This applies to any work involving tree removal, building, electrical, water, gray water or septic. Tree removal contractors must be licensed, bonded, and insured. (Revised 6/24)**

4.2 BUILDING SPECIFICATIONS

- 4.2.1 Buildings shall not interfere with the removal of any recreation vehicle.
- 4.2.2 Permanent structures are allowed as defined by the club.
- 4.2.3 Asphalt or poured concrete products are prohibited for use in the construction of roads, drives or pads.
- 4.2.4 No fences are allowed, except for safety, and on approval by the building committee. Temporary dog containment areas are ok.

- 4.2.5 Project completion shall be accomplished in a timely manner from the start of first phase of construction. Extensions may be approved by the ranger. Construction site must be kept tidy and safe at all times.
- 4.2.6 Buildings shall be of a size that does not dominate the site.
- 4.2.7 Buildings are restricted to a maximum height of **14'-0"** from ground level to the highest part of roof. *(Revised 4/25)*
- 4.2.8 Buildings are not to be constructed with permanent sleeping accommodations.
- 4.2.9 Buildings shall be constructed on pier blocks, with support above ground level or on railroad ties, landscape timbers, or other approved material.
- 4.2.10 Approved roofing material:
 - 4.2.10.1 Composition (roll or 3-tab) of a natural color; cedar shingles; shakes.
 - 4.2.10.2 Industrial grade corrugated metal in earth-tone colors.
- 4.2.11 Paint color(s) must blend with surrounding natural terrain, **tans, browns, greens, and grays are allowed.** *(Revised 4/26)*
- 4.2.12 Wood stoves are permitted if installed in accordance with the manufacturer.

4.3 BUILDING STRUCTURES – Space permitting, one (1) of each of the following is allowed:

4.3.1 CABANA OR GAZEBO

- 4.3.1.1 A cabana shall be limited to a maximum footprint of 300 square feet with a maximum 18" roof overhang.
- 4.3.1.2 A gazebo shall be limited to a maximum footprint of 300 square feet with a maximum 18" roof overhand.

4.3.2 DECK

- 4.3.2.1 A deck can be varied sizes and must be approved by the building committee.

4.3.3 GOLF CART SHED

- 4.3.3.1 A golf cart shed shall be limited to 10' by 10' with a maximum roof overhang of 18".

4.3.4 RV COVERING (Metal and Wood)

- 4.3.4.1 **An RV covering can be a maximum width of 18', maximum length of 45', and with earth-tone color(s).** *(Revised 4/26)*
- 4.3.4.2 **Roof may extend down three (3) feet.** *(Revised 4/26)*
- 4.3.4.3 Gable and end caps are allowed.
- 4.3.4.4 Three (3) foot augers may be anchored with poured concrete to stabilize the covering.
- 4.3.4.5 **Coverings need to be approved by the board of directors. Pilagamish is not responsible for any damage caused by your covering.** *(Revised 4/26)*

4.3.5 SHED

- 4.3.5.1 A shed shall be limited to a maximum size of 120 square feet with maximum roof overhang of 18 inches.

4.3.6 WOODSHED

- 4.3.6.1 A woodshed shall be limited to a maximum size of 2 cords of wood with a maximum overhang of 24 inches.

4.3.7 GYPSY ROOF

- 4.3.7.1 **A roof added to an RV is limited to 18 inch overhang, and be kept as low as practical, allowing for the various profiles of Rv. Supports from the ground are allowed but can not be cemented in. Concrete pyramid blocks with the metal saddle for the post support are allowed.** *(Revised 4/26)*

5. COMMON AREAS

- 5.1 Port-a-potties and other containers shall be dumped at the dump station only, never dumped at any restroom.
- 5.2 No cooking is allowed in the clubhouse except for reserved functions.
- 5.3 No dishes, utensils, clothing, etc., may be washed in any of the restrooms or the clubhouse kitchen areas. Clothes washing may be done using the machines in the laundry area of the clubhouse.

6. CONDUCT AND RESPONSIBILITIES

The following rules apply to all staff, volunteers, members, family members, and guests.

- 6.1 **ZERO TOLERANCE POLICY.** "Zero tolerance" means that the following are strictly prohibited and will result in the termination of membership. If deemed necessary, the Snohomish County Sheriff's Office will be notified. Zero tolerance infractions include the following:
 - 6.1.1 Any threatening behavior, either verbal, physical or behavioral.
 - 6.1.2 The possession or use of any illegal substance, with or without the intent to distribute.
 - 6.1.3** Any theft, including any wood obtained and/or removed from club property, or any wood obtained and/or removed from a member's lot without permission. *(Revised 4/25)*
- 6.2 Quiet hours are between 10:00 pm to 8:00 am Sunday to Thursday; 11:00 pm to 8:00 am Friday and Saturday. This means no loud noises, including but not limited to talking, singing, playing radios, musical instruments, karaoke, etc. Exceptions are for organized activities sponsored and publicized by the club for the benefit of all, **and major holiday weekends which would be 12:00 am to 8:00 am, Friday and Saturday.** *(Revised 4/26)*
- 6.3 On the day of the annual meeting, or of any special meeting called for the purpose of electing board of directors, no signs, posters, or other campaign literature shall be allowed in or within clear view of the designated meeting and voting place.
- 6.4 All outdoor lighting shall be used with discretion, and in consideration of other members and/or their guests, and with conservation in mind.

7. EMERGENCY EQUIPMENT AND PROCEDURES

- 7.1 An Automated External Defibrillator (AED) is located at the gatekeeper's residence (aka the Pan Abode). AEDs are used for those experiencing sudden cardiac arrest.
- 7.2 A fire extinguisher is located in the clubhouse.
- 7.3 FOR EMERGENCY SITUATIONS:
 - 7.3.1 If there is any threat to life or a situation that requires an immediate response from police, fire or emergency medical services: CALL 911.
 - 7.3.2 Emergency calls can be made from the clubhouse, the gatekeeper's residence, and/or the ranger's residence.
 - 7.3.3 Notify the gatekeeper and/or ranger of the emergency immediately after calling 911.

8. ENTRY AND EXIT

- 8.1 Members and/or guests must sign in upon arrival and sign out upon departure of the club.
- 8.2 Upon request, anyone wishing access to the club must show proper identification to club staff.
- 8.3 Only one car can enter through the entry gate at a time. Violators will be fined.

9. FIREPITS AND FIREPLACE DEVICES

- 9.1 Fire pits, barbecues and other fireplace devices shall be inspected and approved by the ranger or approved designee as needed.
- 9.2 Any new firepit or fireplace device, or changes to an existing firepit or fireplace device, shall be inspected and approved by the ranger or approved designee.

10. GUESTS – Procedures and Requirements

- 10.1 All guests must abide by the Rules and Regulations.
- 10.2 All guests shall use the club properties and its amenities at their own risk.
- 10.3 All guests will not enter any member's lot without permission.
- 10.4 All guests will respect the personal property of others.

11. GUESTS (UNACCOMPANIED) – Procedures and Requirements

- 11.1 Unaccompanied guests must follow all Rules and Regulations.
- 11.2 Unaccompanied guests shall use the club properties and its amenities at their own risk.
- 11.3 All unaccompanied guests must be at least 18 years of age.
- 11.4 Unaccompanied guests are required to complete an Unaccompanied Guest Registration Form in full, prior to their stay.
- 11.5 Unaccompanied guests must have a completed Unaccompanied Guest Registration Form in their possession while utilizing the club.
- 11.6 All Unaccompanied Guest Registration Forms must be signed by the guest and by the member whose site is being used. A copy of the completed Unaccompanied Guest Registration Form must be emailed or hand-delivered to the gatekeeper before or upon arrival.
- 11.7 Unaccompanied guests are allowed a maximum stay of sixteen (16) consecutive days unless prior approval by the board of directors is granted.
- 11.8 Dates utilized by unaccompanied guests count towards a member's allowed 182 days of use per year.
- 11.9 Unaccompanied guests must sign in upon entry and sign out upon exit of the club.
- 11.10 Members are responsible for all charges, debts, assessments, actions, behaviors, or damages caused by their guests and/or family members.

12. MEMBER'S LOT USAGE AND REQUIREMENTS

- 12.1 All member's lots are to be kept in a neat, clean and orderly fashion. Fines will be assessed for non-compliance.
- 12.2 Each member will remove all garbage from their lot(s). The club is not responsible for removal of garbage.
- 12.3 Any lot left in a state of disorder may be subject to further action as determined by the board of directors.
- 12.4 Permanent outside clotheslines are not permitted.
- 12.5 Lot numbers must be prominently displayed.
- 12.6 No signs, including for sale, placards, petitions, solicitations or notices of any type or kind are to be located on a lot. A designated bulletin board is provided in the clubhouse to list member lots/items for sale.
- 12.7 Only completely self-contained vehicles are permitted in the areas serviced by a sewer system.
- 12.8 Wastewater and sewage must be handled as per instruction of the County Sanitation Department.
- 12.9 All allowable utilities must be underground.
- 12.10 No lot 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. Refer to the ranger if you have any questions regarding the boundary lines of your lot.
- 12.11 No live trees in excess of four (4) inches in diameter may be removed without prior approval of the ranger or board of directors via a work order.
- 12.12 Fences are prohibited except for safety and are dependent on approval by the board of directors.
- 12.13 Every member's lot and/or RV is required to have a functioning fire extinguisher.
- 12.14 Member's lot may include a combination of recreational vehicles (RV) and tents.
- 12.15 Other than normal maintenance, no greenbelt shall be reduced or removed without the written approval of the board of directors. The adjoining membership must also give written approval, except in the case where one member owns both adjoining lots.
- 12.16 Propane containers cannot be installed in a greenbelt, or within five (5) feet an electrical box.
- 12.17 No vehicle, structure or other apparatus may be placed within five (5) feet of the midpoint of the greenbelt.
- 12.18 Members are responsible for the improvement and maintenance of their respective lots.
- 12.19 Only brown, gray or green tarps are allowed in the club. Any other color is prohibited.
- 12.20 All tarps must be removed by May 1 unless prior written approval is granted by the ranger via a Work Order Form.

13. MEMBER RESPONSIBILITIES

- 13.1 All members shall use the club properties and its amenities at their own risk.
- 13.2 All members must abide by the Rules and Regulations.
- 13.3 Any violation of the Rules and Regulations shall result in action by the board of directors which may include fines and/or loss of membership.
- 13.4 Members are responsible for all charges, debts, assessments, actions, and behaviors of their guests and/or family members. In addition, members are financially responsible for any damage to club property caused by any guests and/or family members. Fines will be assessed to members for damage to or extra cleaning of an accommodation beyond normal wear and tear.
- 13.5 Any disputes or disagreements of any kind, including disputes or disagreements regarding the Bylaws & Rules and Regulations, must be reported to the board of directors either in writing, via email, or delivered to the club drop box/slot. No action will be taken on unsigned submissions.
- 13.6 All members will respect the personal property of others.
- 13.7 All members will not enter another member's lot without permission. Exceptions to this rule include staff, ranger, or board of directors with an official purpose.
- 13.8 No member shall make an RV or member's lot their primary place of residence per the Bylaws and Articles of Incorporation. Exceptions include designated staff, security, ranger, and gatekeeper. Usage of the club is regulated as follows:
 - 13.8.1 No member may use the club for more than 182 days of continuous or non-continuous use per year, regardless of the number of lots owned or used. The year begins on January 1.
 - 13.8.2 The presence of a vehicle without an extended parking permit on a member's lot indicates that the member is using the lot. This usage counts toward the member's 182-day limit regardless of whether the member is on site or not. See section 22 for more information.
 - 13.8.3 Once a member has exceeded their 182 days of club usage, exceptions will be made for the following situations:
 - 13.8.3.1 If a member has exceeded their 182 days of club use but is otherwise in good standing, the member has permission to enter the club once per month for a maximum of two (2) hours for the purpose of inspecting their lot(s).
 - 13.8.3.2 If a member has exceeded their 182 days of club use but is otherwise in good standing, the member has permission to attend the annual meeting.
 - 13.8.3.3 If a member has exceeded their 182 days of club use but is otherwise in good standing, the member has permission to occupy their site for the purpose of participating in the Labor Day Annual Event. Site occupation is restricted to a maximum of three (3) days, from the Friday afternoon to the Monday afternoon of the Labor Day Annual Event weekend.
- 13.9 In the event of a lost or stolen gate card, notify the gatekeeper immediately. A fee will be assessed for each duplicate gate card.
- 13.10 Members with multiple contiguous lots may develop them into one lot. Such development does not alleviate the member from paying dues and other charges on all lots:
 - 13.10.1 Dues must be paid on every lot owned.
 - 13.10.2 Greenbelt(s) must be restored when membership is sold, if separated.
 - 13.10.3 Limit of 182 usage days regardless of the number of lots owned.

- 13.11 Members are encouraged to report violations of Rules and Regulations and/or unusual events to the board of directors either in writing, via email, or delivered to the club drop box/slot. No action will be taken on unsigned submissions. In an emergency, contact the ranger or gatekeeper immediately.
- 13.12 Any family member using a membership without the member must be at least 18 years of age.
- 13.13 All fire bans posted at the club entrance shall be adhered to.
- 13.14 No member shall use any portion of the Pilaguamish Community Club for commercial purposes, and/or sales of services or goods of any kind without prior approval from the board of directors.
- 13.15 Member's lot is not to be used for rental purposes.
- 13.16 Under no circumstances will minors be served or allowed to consume alcoholic beverages within the club property.
- 13.17 All County and State laws and regulations shall be adhered to within the club property.
- 13.18 Members with multiple memberships may place RVs on each lot specified therein for use by family and friends, but may not rent or otherwise commercialize the sites.
- 13.19 Any lost-and-found articles should be turned in to the gatekeeper. The club does not assume any responsibility for lost or leftover items.
- 13.20 On member lots which include multiple meters, the member must pay all charges incurred, pursuant to Article 5.6 and Article 14.3 of the Bylaws.

14. MEMBERSHIP SALES – Private Membership Lots

- 14.1 All potential buyers, both new to the club or existing membership owners, must contact the sales office for current information, requirements, inquiries, and intent to purchase.
- 14.2 Membership Sales General Information:
 - 14.2.1 The selling member will notify the sales office of their intent to sell. Membership must be in good standing and in compliance with all Rules and Regulations. All fees, fines, dues and assessments must be paid in full before sale and transfer can be completed.
 - 14.2.2 Sales Office will notify building committee of intent to sell membership.
 - 14.2.3 Building committee will inspect the member's lot to ensure compliance.
 - 14.2.4 All illegal changes made by the selling member must be corrected prior to the sale of the membership.
 - 14.2.5 The greenbelt must be restored if a member is selling two contiguous membership lots that were developed into one, and are being sold separately.
 - 14.2.6 The greenbelt must be restored if a member is selling one of two contiguous membership lots.
 - 14.2.7 All greenbelt encroachments must be corrected.
 - 14.2.8 The sale must be paid in full, no payments to seller or contracts. (Revised 6/26)**
- 14.3 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.

- 14.4 Potential buyer(s) must:
 - 14.4.1 Complete a Membership Application Form found on the website or at the sales office.
 - 14.4.2 Submit a completed Membership Application Form either by email to the sales office, or by hand-delivery to the sales office along with the transfer fee, if applicable. The fee can be paid by either the current member or the potential buyer(s).
 - 14.4.3 Submit and pay for a credit check with the exception of existing members.
 - 14.4.4 Sales office will submit application to board of directors for approval or disapproval of the sale.
- 14.5 Upon approval of the applicant(s), the new member(s) will meet with the sales office and be given a copy of the Pilaguamish Community Club Bylaws & Rules and Regulations:
 - 14.5.1 New member shall receive a membership certificate.
 - 14.5.2 New member will be issued gate cards.
 - 14.5.3 New member will sign an acknowledgement stating they have received, and agree to abide by, the Bylaws & Rules and Regulations.

15. MEMBERSHIP SALES – Club Owned Membership Lots

- 15.1 When a member's lot is either voluntarily or involuntarily forfeited by a member, per rule 16.1, the membership lot shall become property of the club for resale.
- 15.2 The following schedule will be followed:
 - 15.2.1 The club lot will be held for up to 90 days.
 - 15.2.2 The minimum sale price will be set by the board of directors.
 - 15.2.3 When the club lot is ready for sale, the information will be posted on the clubhouse bulletin board with the minimum sale price listed.
 - 15.2.4 The availability of the club lot will be announced at the next monthly club meeting.
 - 15.2.5 Sealed bids will be accepted for 30 days after the posting. Submit sealed bids by placing them in the club drop box/slot.
 - 15.2.6 On day 31 these bids will be opened by the board of directors. The highest bidding member, above the minimum selling price, will be the winner. In the result of a tie, the highest bidding members will bid again to determine the winner.
 - 15.2.7 The successful bidding member will go through the normal procedures with the sales office.
- 15.3 FOR MEMBERS ONLY: If you are interested in purchasing a different or an additional lot, let the sales office know so you can be notified when lots become available.

16. NON-COMPLIANCE PROCEDURES

- 16.1 The process for handling the non-compliance of the Rules and Regulations is:
 - 16.1.1 A ranger or board member will issue a written warning and place a copy in the member's file. Written warnings will stay on file for one year from date of infraction.
 - 16.1.2 A written citation, with a fine payable within 30 days, will be issued to the member by a ranger or board member. A copy will be placed in the member's file. The member must take corrective action within the time frame stated in the citation.
 - 16.1.3 A second written citation, with a fine payable within 30 days, will be sent to the member via certified 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.
 - 16.1.4 A written termination letter will be sent to the member via certified mail. The member will have ten (10) days to remove their personal property from the club and the membership will be terminated.
 - 16.1.5 Members have the right to an appeals process within the stated time frame. See section 3 for details on the appeals process.
 - 16.1.6 Some rule violations may result in immediate termination of membership. Other violations will be subject to the appeals process. See Section 3 for details on the appeals process.

17. NON-EMERGENCY PHONE CALLS

- 17.1 Non-emergency local calls may be made from the clubhouse telephone. Limit calls to five (5) minutes.
- 17.2 The ranger and gatekeeper residence telephones are for emergency purposes only.

18. PETS

- 18.1 Pets are welcome at Pilaguamish Community Club under the following rules and guidelines for the benefit of all members:
 - 18.1.1 Pets must be kept under control at all times and are not allowed to roam freely around the club.
 - 18.1.2 Pets must be on a hand-held leash at all times unless confined to a member's lot or at a designated off-leash area.
 - 18.1.3 Pets are not allowed in the clubhouse, outside eating and cooking areas, or in the restrooms unless they are registered service animals.
 - 18.1.4 Members are responsible for the sanitary waste of their pets and its appropriate disposal.
 - 18.1.5 Loud, unruly, and aggressive behavior from pets is not allowed.
 - 18.1.6 Pets will not be left unattended anywhere at the club for a 24-hour period. Owners who abandon their pets will be reported to Snohomish County Animal Control for appropriate action.
 - 18.1.7 The board of directors reserves the right to request loud, unruly, misbehaving, and aggressive pets to be removed from the club. If the member or owner refuses to comply with such requests, the member faces fines set by the club and/or notification of Snohomish County Animal Control for appropriate action.

19. RESPECTING THE ENVIRONMENT

- 19.1 All wildlife within the boundary of the club property shall be protected from hunting, trapping, being interfered with, or harmed in any way.
- 19.2 The beavers and beaver dams on the club property are not to be interfered with or harmed in any way.
- 19.3 Absolutely no swimming, fishing, or trapping anywhere on the club property.
- 19.4 Littering is strictly prohibited on the club property.
- 19.5 No signs, including for sale, placards, petitions, solicitations or notices of any type or kind are to be located on the club property. A designated bulletin board is provided in the clubhouse to list member's lots or items for sale.

20. RECREATIONAL VEHICLES (RVs)

- 20.1 Criteria is established for the ongoing health and safety of our members, and the image of the club. Basic guidelines for all RVs are as follows:
 - 20.1.1 RVs will be in good working order mechanically, road-ready, and registered as an RV.
 - 20.1.2 RV exteriors must be kept clean, well-maintained and free from obvious defects such as:
 - 20.1.2.1 Exterior Damage
 - 20.1.2.2 Broken Windows
 - 20.1.2.3 Roofing Issues
 - 20.1.2.4 Siding Issues
- 20.2 The ranger will inspect all RVs entering the club and is authorized to refuse entry if the club standards are not met. Major repairs and restorations must be done outside the club.
- 20.3 RVs located on a member's lot may be inspected by the ranger on an as-needed basis if deemed unsightly or in need of repair. Any RV not conforming to the standards established by the club will be made to conform or will be removed at the owner's expense.
- 20.4 RVs damaged at the club may be repaired at the club in a timely manner.
- 20.5 Tiny homes, park models, and mobile homes are not allowed at Pilaguamish Community Club.
- 20.6 Skirting is not allowed on RVs except for 5th wheel vehicles. Snap skirting around the front of a 5th wheel is allowed.
- 20.7 Washing or rinsing of RVs is permitted only with ranger's verbal approval.
- 20.8 Every RV and/or member's lot is required to have a functioning fire extinguisher.

21. SAFETY REQUIREMENTS AND PROCEDURES

- 21.1 No fire will be left unattended at any time.
- 21.2 No bonfires are allowed.
- 21.3 No weapons (firearms, bow and arrow, air guns, BB guns, paint ball guns, slingshots, slings, etc.) may be worn or discharged on the club property.
- 21.4 No hazardous materials or waste materials shall be stored on the club property.
- 21.5 No fireworks are allowed on the club property.
- 21.6 No climbing in posted areas.
- 21.7 Water hoses are required on all sites and must be accessible at the water hook-up at all times in case of fire.
- 21.8 It is highly recommended that helmets be worn while riding bicycles, motorbikes, skates and skateboards.
- 21.9 Permanent fire pits, barbecues and other fireplace devices shall be inspected and approved by the ranger or approved designee.
- 21.10 Any new firepit or fireplace device, or changes to an existing firepit or fireplace device, shall be inspected and approved by the ranger or approved designee.
- 21.11 Any accident or incident involving property damage or personal injury must be reported to the ranger, gatekeeper or approved designee immediately.
- 21.12 Every member's lot and/or RV is required to have a functioning fire extinguisher.

22. STORAGE

- 22.1 Storage of boats or boat/utility/snowmobile trailers may not be parked along roads or thoroughfares and may not be stored on member's lot.
- 22.2 Vehicles (cars, trucks, motorcycles) shall be regulated as follows:
 - 22.2.1 Vehicles will not be left on a member's lot in their absence for more than ten (10) days without an extended parking permit.
 - 22.2.2 The presence of a vehicle without an extended parking permit on a member's lot indicates that the member is using the lot. This usage counts toward the member's 182-day limit regardless of whether the member is on site or not.
 - 22.2.3 Extended parking permits are available for a fee with prior approval from the board. To request approval a completed Extended Parking Request Form is required, and can be submitted either by email to the board of directors or hand-delivered to the club drop box/slot. Upon approval a parking permit tag will be issued.

23. VEHICLES

- 23.1 The use of motor and non-motor vehicles shall be regulated as follows:
 - 23.1.1 The speed limit for all roads within the club is ten (10) MPH regardless of the type of vehicle operated. Fines will be assessed for any vehicle infraction.
 - 23.1.2 Parent(s) / guardian(s) will be held responsible for all misuse of vehicles committed by minors.
 - 23.1.3 Vehicular traffic is allowed in designated areas only.
 - 23.1.4 Parking is permitted in designated areas only. All shared (community) parking areas are for short-term parking only. Any misuse of short-term parking areas is prohibited and may result in a fine.
 - 23.1.5 Persons operating a vehicle or golf cart must have a valid driver's license.
 - 23.1.6 A person driving with a learner's permit must always be accompanied by a licensed adult driver in the front passenger's seat, per Washington State Law.
 - 23.1.7 All vehicles must be operational and road-ready.
 - 23.1.8 Major vehicle repairs are not allowed on any member lot. Emergency repairs are allowed only with verbal approval of the ranger.
 - 23.1.9 Washing or rinsing of vehicles is permitted only with verbal approval of the ranger.
- 23.2 Motorcycles, dirt bikes, scooters, and side-by-sides shall be permitted in the club for recreational use under the following guidelines:
 - 23.2.1 Riders must be properly licensed when an operator's license is required by the state.
 - 23.2.2 Riders must be in compliance with all state and county laws when applicable. This includes, but is not limited to, helmet and safety laws.
- 23.3 ATVs (All Terrain Vehicles) shall be permitted in the club for recreational use under the following guidelines:
 - 23.3.1 All ATVs must be inspected and approved by the ranger before being allowed on club property.
 - 23.3.2 Riders must be properly licensed when an operator's license is required by the state.
 - 23.3.3 Riders must be in compliance with all state and county laws when applicable. This includes, but is not limited to, helmet and safety laws.
- 23.4 Excessive vehicle noise is strictly prohibited.
- 23.5 **Reckless driving of any vehicle while under the influence of alcohol and/or any other controlled or illegal substance will result in fines and possible loss of membership. (Revised 4/25)**

