



RETURN ADDRESS

Four Seasons Park
308 S Alder Ln
Port Angeles, Wa 98362

Please print neatly or type information

Document Title(s)

Amendment 4 Seasons Park Bylaws

Reference Number of related documents

Grantor(s) (Last, First and Middle initial)

Four Seasons Park Community Club

Grantee(s) (Last, First and Middle initial)

Public

Brief Legal Description (abbreviated form: lot, block, plat or section, township, range, quarter/quarter)

Amended Bylaws

Assessor's Property Tax Parcel/Account Number

The Auditor/Record will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

_____ Signature of Requesting Party

FOUR SEASONS PARK COMMUNITY CLUB RESOLUTION

A RESOLUTION OF THE BOARD OF FOUR SEASONS PARK COMMUNITY CLUB
AMENDING THE BYLAWS OF THE BOARD

WHEREAS the Board of FOUR SEASONS PARK COMMUNITY CLUB has bylaws to provide
for operation of its affairs; and

WHEREAS the Board has determined that certain amendments to those bylaws are
necessary;

NOW, THEREFORE, BE IT RESOLVED the Board of FOUR SEASONS PARK
COMMUNITY CLUB hereby resolves as follows:

ARTICLE II – OBJECTS AND PURPOSES:

The objects and purposes of the Community Club shall be to further and promote the
community welfare of the owners of the real property known as FOUR SEASONS PARK situated in
Sections 17 and 18, Township 30 North, Range 5 West, N.M., and make said property a better
place in which to live and enjoy life, and to establish, operate and maintain a nonprofit social,
recreational and athletic club within said land area commonly known as FOUR SEASONS PARK for
the benefit of the members and their families. Said Community Club shall be authorized to do
whatever may be deemed necessary, conducive, incidental, or advisable to accomplish and
promote said objects or purposes: except carrying on a business, trade, avocation, or profession
for profit, including but not limited to:

- A) Constructing, improving and maintaining roads, streets, parking lots, lakes and
banks of rivers and streams at FOUR SEASONS PARK;
- B) Providing, installing and maintaining water lines and mains sanitary and storm
sewers; and other utilities;
- C) Improving and maintain park or community areas and other areas for common
usage at FOUR SEASONS PARK;
- D) Providing protective services for the members, their families, and their property;
- E) Paying all taxes, utilities, charges, assessments and other levies upon property
owed or managed by the Community Club;

- F) Enforcing any and all restrictions, covenants, and conditions imposed at any time on the residential lots in FOUR SEASONS PARK for the general benefit of the owners and purchasers thereof;
- G) Making and collecting charges and assessments by which to further the foregoing objectives and purposes;
- H) And to do any other act in any way connected with the foregoing or related to the objectives and purposes of the corporation.

ARTICLE VIII – ASSESSMENTS:

SECTION 3:

LOT ASSESSMENTS – WATER:

There shall be two classes of charges:

- CLASS 1: Single-family dwellings
- CLASS 2: Property with hose bib or other limited usage

Lots in CLASS 2 shall pay TWO-THIRDS (2/3) of the charges of CLASS 1. **PROVIDED HOWEVER**, that lots supplied solely with PUD water service shall be exempt from charges levied for the Community Club Water System. **PROVIDED FURTHER**, that assessments for the major improvements to the water system shall be determined by the membership (EXCLUDING those members exempt from assessment as provided above.)

ADOPTED and APPROVED by the Board of FOUR SEASONS PARK COMMUNITY CLUB at an open public meeting thereof this 8th day of January, ~~2008~~²⁰⁰⁹, the following Board Members being present and voting in favor of the Resolution.

ATTEST:

DATED THIS 8th DAY OF January, ~~2008~~²⁰⁰⁹.

FOUR SEASONS PARK COMMUNITY CLUB

BY: 
RON SCOTT

ITS: _____
President

4 SEASONS PARK 09 25 09
By law amendment

INDIVIDUAL ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that _____

Brenda _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 25th day of September 2009.

Customer Signature Brenda Whitehouse



JL Dougherty

Print Name JL Dougherty

Notary Public in and for the State of Washington

My appointment expires 4-13-13

AMENDMENT OF ARTICLE VIII - ASSESSMENTS

SECTION 3:

LOT ASSESSMENTS – WATER:

There shall be two classes of charges:

- CLASS 1: Single-family dwellings
- CLASS 2: Property with hose bib or other limited usage

Lots in CLASS 2 shall pay TWO-THIRDS (2/3) of the charges of CLASS 1. **PROVIDED HOWEVER**, that lots supplied solely with PUD water service shall be exempt from charges levied for the Community Club Water System. **PROVIDED FURTHER**, that assessments for the major improvements to the water system shall be determined by the membership (EXCLUDING those members exempt from assessment as provided above.)

DATED THIS 8th DAY OF January, ~~2008~~ ²⁰⁰⁹

FOUR SEASONS PARK COMMUNITY CLUB

BY: [Signature]
ITS: _____

BY: Keron Nichols
ITS: Vice President

BY: Brenda Whitman
ITS: Secretary / Membership Chairman

Four Seasons Park Community Club Bylaws
Amended 1-1-97
Amended 1-1-07

ARTICLE I – NAME

The name of this corporation is and shall be “FOUR SEASONS PARK COMMUNITY CLUB” and for convenience shall be referred to hereafter as the “COMMUNITY CLUB”.

ARTICLE II – OBJECTS AND PURPOSES

The objects and purposes of the Community Club shall be to further and promote the community welfare of the owners of the real property commonly known as Four Seasons Park situated in Sections 17 & 18, Township 30 North, Range 5 West, W.M. and make said property a better place in which to live and enjoy life, and to establish, operate, and maintain a nonprofit social, recreational, and athletic club within said land area commonly known as Four Seasons Park for the benefit of the members and their families. Said Community Club shall be authorized to do whatever may be deemed necessary, conducive, incidental, or advisable to accomplish and promote said objects or purposes; except carrying on a business, trade, avocation, or profession for profit, including but not limited to:

- A) Constructing, improving and maintaining roads, streets, parking lots, lakes, and banks of rivers and streams at Four Seasons Park;
- B) Providing, installing and maintaining water lines and mains, sanitary and storm sewers, and other utilities;
- C) Improving and maintaining park or community areas and other areas for common usage at Four Seasons Park;
- D) Providing protective services for the members, their families, and their property;
- E) Constructing, maintaining, and operating swimming, athletic, and other related facilities at Four Seasons Park;
- F) Paying all taxes, utilities, charges, assessments, and other levies upon property owned or managed by the Community Club;
- G) Caring for vacant, unimproved, and unkempt vacant lots; removing grass and weeds wherefrom and doing any other things necessary or desirable to keep them in a neat and orderly condition;
- H) Enforcing any and all restrictions, covenants, and conditions imposed at any time on the residential lots in Four Seasons Park for the general benefit of the owners and purchasers thereof;
- I) Making and collecting charges and assessments by which to further the foregoing objects and purposes;
- J) And to do any other act in any way connected with the foregoing or related to the objects and purposes of the corporation.

ARTICLE III – MEMBERSHIP

Section 1: WHO MAY BE MEMBERS: Membership in the Community Club shall be limited to the owners or contract purchasers of residential lots in Four Seasons Park. Ownership of any lot or lots being sold on contract of sale shall not qualify anyone for membership.

Section 2: ONE MEMBER PER UNIT: Any person or group of persons owning or purchasing one or more residential lots in Four Seasons Park shall be a member of the Community Club.

Section 3: ONE VOTE PER RESIDENTIAL LOT: 1) Every member shall have a vote in all matters provided for in these Bylaws. 2) Voting shall be on the basis of one vote per residential lot (Subject to Article XIII of these Bylaws). 3) Voting by proxy shall not be allowed.

Section 4: NON-TERMINATION: No member may terminate membership in the Club, while owning property in Four Seasons Park. Members may not be denied the right to debate or vote on any issues pertaining to the Club or assessments for any reason. Persons or groups of persons who sell or contract to sell any property in Four Seasons Park shall cease to be members but shall remain liable to the Club for unpaid past assessments.

ARTICLE IV – DISCIPLINE OF MEMBERS

Section 1: DUTIES OF MEMBERS: Members shall behave in an orderly manner at all times while in the Four Seasons Park area or its access roads, or while engaged in Club affairs, and shall comply with any rules and regulations duly adopted by the Board of Trustees.

Section 2: RESPONSIBILITIES OF MEMBERS: Members allowing nonmembers to use their property or to visit Four Seasons Park, or who rent their property to nonmembers, shall be responsible for the proper conduct of said nonmembers if it is brought to their attention.

Section 3: DISCIPLINARY ACTION: The Board shall have the right to summon before it, or before a Trial Committee composed of members from all divisions, any member charged with violation of Sec. 1 of this article. If a member is found guilty of any violation after a reasonable hearing before the Board of Trial Committee, the board shall take such action it deems proper and necessary, under the law or under these Bylaws, to correct the violation, including application to a court of appropriate jurisdiction for

injunctive relief.

Section 4: PENALTY FOR FAILURE TO PAY ASSESSMENTS: The Board of Trustees or a committee composed of property owners may make adjustments in hardship cases. See Article VIII section 6&7

Section 5: FINES FOR VIOLATION OF RULES:

(1) The Board shall, from time to time, adopt and may amend a schedule of monetary fines for violations of these rules and regulations adopted by the Board. Upon adoption or amendment, the Board shall provide notice to all members, by mailing of the schedule to all members to the last known address of the member, or the address indicated by the County Tax Records. The schedule shall be effective TEN (10) days after the date of mailing by the Board.

(2) In the event of an alleged violation of the rules and regulations, which allegation of the Board determines requires a hearing, the Board shall provide TEN (10) days written notice to the owner of a hearing before the Board on the alleged violation, by mailing of the notice to the member at the last known address of the member, or the address indicated by the County Tax Records.

(3) At the hearing, the Board shall consider all the evidence of the alleged violation, and the member shall be entitled to present evidence and testimony on his behalf.

(4) If the Board determines, based upon the evidence before it, that a violation of the rules and regulations has occurred, then the Board may levy as a fine any amount, up to the maximum fine for the particular violation allowed by the schedule of monetary fines. The decision of the Board shall be final.

(5) Collection of all fines levied under this Article may be enforced in accordance with the provisions of Article VIII of these bylaws.

ARTICLE V – MEETINGS

Section 1: ANNUAL MEETINGS: The fiscal year of Four Seasons Park Community Club shall be the calendar year. The Annual Meeting shall be held within one hundred-fifty (150) days of June 1 annually. The Board of Trustees may determine the time, date, and place of such meeting. The Secretary shall mail or deliver written notice of the time and place of such meeting, together with an agenda and a proposed budget for the succeeding year, to each member at least two (2) weeks prior to the time appointed. Notice shall be mailed to the last known address, or the address indicated by the Clallam County Tax Records. The stated purpose of the Annual Meeting shall be nomination of officers and trustees for the next fiscal year, review and approval of the operating budget for the next fiscal year, and other business, as indicated on the agenda.

Section 2: SPECIAL MEETINGS: Special meeting of members may be called at any time by the President, the Board of Trustees, a majority of the Trustees, or by not less than twenty-five percent (25%) of the members of the Community Club, to be held in Clallam County, Washington. Upon receipt of a request in writing, voted in a meeting of the Board of Trustees, or signed by the President, a majority of the Trustees, or by twenty-five percent (25%) of the members, the Secretary shall fix a time and suitable place for such meeting, which shall be not less than twenty (20) days or more than forty (40) days after the receipt of such a request, and shall cause written notice to be given each member, setting forth the time, place, and purpose of the meeting. Such notice may be delivered personally, or mailed in the same manner as notice of the annual meeting. If the Secretary shall neglect, or refuse to issue such call, the President, trustees, or members making the request may do so.

Section 3: QUORUM: The presence in person or by ballot in case of ballot voting subject to Article XII, Section 2 of these Bylaws, of members representing twenty-five percent (25%) of the residential lots in Four Seasons Park shall constitute a quorum for the transaction of business. If a quorum cannot be reached in a membership meeting, the presence in person of ten percent (10%) of the members shall constitute a quorum for debate and discussion of Community business which recommendations will be presented for vote by mailed ballots.

Section 4: MAILED BALLOTS: When duly ordered by the membership at any meeting or at any other time, in its discretion, the Board of Trustees may order a vote on any question by mailed ballot, taking proper precautions to preserve secrecy of ballot. Election of trustees and amendment of Bylaws MUST be done by mailed ballot.

Section 5: NOMINATIONS: Nominations may be made by a committee appointed by the Board of Trustees, from the floor at any membership meeting, or by a petition signed by at least ten (10) different members.

ARTICLE VI – BOARD OF TRUSTEES

Section 1: ELECTION AND TERMS: The business, property, and affairs of the Community Club shall be managed by a Board of Trustees composed of eight (8) elected members PROVIDED, HOWEVER, that only one (1) person of a husband/wife community or of a group of persons owning or purchasing one or more lots together may serve on the Board of Trustees at any one time. Four Trustees shall be elected by mailed ballot following each annual meeting, for a term of two (2) years, said terms expiring when successors have been duly elected and qualified. Terms shall begin one month after election. Cumulative voting shall not be allowed. Each elected Trustee must be a member of Four Seasons Park Community Club.

Section 2: POWERS AND LIMITATIONS: The Board of Trustees shall have the general management and control of the business and affairs of the Community Club, and

shall exercise any and all of the powers that may be exercised or performed by the Community Club under the law, Articles of Incorporation, and the Bylaws. The board of Trustees may make and enforce such rules and regulations as they deem necessary, conducive, incidental, or advisable to accomplish or promote the objects and purposes of the Community Club and the use of its property, assets, and facilities; so long as said rules and regulations do not conflict with Bylaws which shall be controlling: PROVIDED, HOWEVER, THAT THE MEMBERS SHALL HAVE SUPERIOR POWER TO MAKE, MODIFY, OR REVOKE SUCH RULES, AND PROVIDED FURTHER, THAT SALE OF COMMUNITY PROPERTY OF THE CLUB SHALL BE ONLY BY MEMBERSHIP VOTE, AFTER DUE NOTICE; AND PROVIDED FURTHER THAT THE BOARD OF TRUSTEES SHALL NOT AUTHORIZE OR CONTRACT FOR ANY EXPENDITURE OTHER THAN NORMAL MAINTENANCE, REPAIR, OR NORMAL OPERATING EXPENSE WITHOUT APPROVAL OF THE MEMBERSHIP.

Section 3: MEETINGS: Meetings of the Board of Trustees shall be held at such times and places in Clallam County, Washington, as shall be determined by a majority of the Board. Forty-eight (48) hours notice of each such meeting shall be given to each Trustee, which notice may be given by telephone.

Section 4: BOARD QUORUM: A simple majority of the total number of Trustees shall constitute a quorum for the transaction of business, and a majority of such quorum shall determine any questions except as otherwise provided by law, the Articles of Incorporation, duly adopted guidelines, or these Bylaws; PROVIDED, HOWEVER, that if a quorum be not present, the majority of those Trustees present may adjourn to such future time and place in Clallam County, Washington, as they may determine, and due notice of such adjourned meeting shall be given to each Trustee as herein provided.

Section 5: ABSENTEEISM: If a Trustee shall fail to attend three (3) consecutive meetings of the Board of Trustees, having been duly notified thereof, the Board of Trustees may declare his or her position vacant.

Section 6: VACANCIES: Vacancies of the Board of Trustees shall be filled at the next regular meeting of the members. The Board of Trustees may, at its option, fill the vacancy temporarily until the said meeting of the members. Any Trustee elected at the meeting of the members to fill a vacancy, shall start to serve at once, and shall serve to the end of the unexpired term.

ARTICLE VII – OFFICERS

Section 1: NAMES: The officers of the Community Club shall be: President, Vice President, Secretary, and Treasurer. Such officers shall be elected by the Board of Trustees at its first meeting after election, for a term of one (1) year, or until the successor of each is elected and qualified. Each officer must be a member of the Club.

Section 2: **PRESIDENT:** The President shall be the executive head of the Community Club, and shall preside at meetings of the Board and of the members. He/She shall appoint committees with the advice and consent of the Board of Trustees; provided that the advice and consent of the Board shall not be required in the appointment of parliamentary committees (such as credential committees and teller committees) at membership meetings.

Section 3: **VICE PRESIDENT:** The Vice President shall perform the duties of the President, in the absence or disability of the President, and shall become President in the event of a vacancy in that office.

Section 4: **SECRETARY:** The Secretary shall be the custodian of the records of the Club, and shall keep fair and accurate records of meetings of the members and of the Board of Trustees. Club records shall be open for inspection by members or their attorney at reasonable times and places, as provided by Washington Law. The Secretary shall inform the members at least quarterly, by newsletter, of major decisions and actions of the Board of Trustees or membership.

Section 5: **TREASURER:** The Treasurer shall handle monies and securities belonging to the Club, and disburse the same under the direction of the Board of Trustees. The Treasurer shall keep accurate records thereof and give proper report at regular intervals. A yearly audit by an independent auditor shall be made and published for review by the shareholders.

Section 6: **VACANCIES:** Should any office become vacant, the Board of Trustees shall fill that vacancy in a manner provided under Section 1 herewith.

ARTICLE VIII – ASSESSMENTS

Section 1: **NEED FOR ASSESSMENTS:** The Board of Trustees shall have the right to determine and levy such assessments as may be necessary to provide services and maintenance as outlined in the Bylaws. The budget for such services and maintenance shall be prepared by the Board of Trustees, mailed to the membership with the Notice of Annual Meeting, and presented at the Annual Meeting, or approval or modification by majority vote of the members assembled (subject to Article V: MEETINGS, Sec. 3 of these Bylaws).

Section 2: **CHARGES AND ASSESSMENTS:** Charges and assessments by the Community Club shall be levied in equal proportions against each and every residential lot, PROVIDED, THAT, water assessments shall be levied in accordance with Article VIII Sec. 3 of these Bylaws.

Section 3: **LOT ASSESSMENTS – Water:** There shall be three classes of charges:

Class 1: Single family dwellings

Class 2: Property with hose bib or other limited usage

Class 3: Vacant property without water connections

Lots in Class 2 shall pay two-thirds (2/3) of the charge of lots in Class 1. Lots in Class 3 shall pay one-third (1/3) of the charge in Class 1. PROVIDED HOWEVER, that lots supplied solely with PUD water service shall be exempt from charges levied for the Community Club water system. PROVIDED FURTHER, that assessments for major improvements to water system shall be determined by the membership (excluding those members exempt from assessments as provided above).

Section 4: LOT ASSESSMENTS – Roads: Each lot shall be levied and assessment amounting to its equal share of the cost of maintaining and repairing the Community Club's road system, together with any reserves approved in the annual budget.

Section 5: LOT ASSESSMENTS – General: A general assessment to cover taxes, insurance, mailing, business and administrative expenses, and any expenses for improvements approved by the membership shall be levied against each lot equally. A budget covering the foregoing charges shall be presented for approval by the members at the annual meeting.

Section 6: DUE DATE FOR ASSESSMENTS:

(1) Assessments shall be due the first billing in February. A grace period to June 15 will be applied.

(2) If assessments are not paid in full on June 1, and if assessments from the previous year are outstanding, the Board will file a lien for the previous year's assessments, and shall increase the assessment by the amount of costs incurred in filing the lien.

(3) Interest and penalties shall be charged on assessments as follows:

1. On June 15 of the year in which originally assessed, interest shall commence to accrue at 1% per month, compound interest.

2. On January 1 of the year after original assessment, a penalty of TWENTY-FIVE PERCENT (25%) of the total assessment for the previous year shall be assessed. This penalty shall accrue interest after its assessment at ONE PERCENT (1%) per month, compound interest.

Section 7: COLLECTION OF ASSESSMENTS:

At the discretion of the Board, assessments over TWO (2) years past due on June 5 of each year may be enforced by one or both of the following procedures:

1. By commencing an action for recovery of the amount due in Small Claims Court, or another appropriate court; or

2. By commencing an action for foreclosure of the lien, if all other means of

collecting the assessments have been unsuccessful.

ARTICLE IX – DISSOLUTION

In the event of the dissolution of the Community Club, the owner of each lot, subject to Article XIII of these Bylaws, shall receive his pro-rata proportion of the property and assets after all of the Club's debts and liabilities have been paid or provided for.

ARTICLE X – CONDUCT OF BUSINESS

Section 1: ROBERT'S RULES OF ORDER: Newly revised, shall be recognized as authority governing all meetings when not in conflict with law, the Article of Incorporation, or these Bylaws.

ARTICLE XI – NOTICES

Section 1: Any notice required to be given pursuant to these Bylaws shall be a written notice, unless otherwise specifically provided in these Bylaws. Such written notice may be given by depositing the same in a post office or mailbox in the State of Washington in a prepaid envelope addressed to the recipient thereof at his last known address. The time of mailing shall be deemed the time of giving such notice. A written waiver of notice of any specific meeting or attendance at such meeting shall be deemed equivalent to notice required to be given by these Bylaws.

ARTICLE XII – AMENDING BYLAWS

Section 1: PROPOSED AMENDMENTS: Amendments may be proposed by the Board of Trustees, or by a petition signed by ten (10) members. Proposed amendments shall be submitted to the membership for vote, within two (2) months after receipt; PROVIDED HOWEVER, that the officers shall not be required to submit proposed amendments to the members more often than once every six (6) months.

Section 2: BALLOT: Bylaws shall be amended by mailed ballots as provided in Article V Sec. 4. The requirements to adopt the amendments shall be two-thirds (2/3) of the votes cast; which number of votes cast shall represent a majority of the total number of lots in Four Seasons Park.

ARTICLE XIII – DEFINITIONS

Each tract or parcel or real property which is (A) platted as a separate lot, or (B) separately owned or being purchased, which is not dedicated, or being used for community purposes shall be deemed to be a residential lot as that term is used in these Bylaws; PROVIDED HOWEVER, that two or more adjacent platted lots which are reasonably suitable for only one building site shall be deemed to constitute only one residential lot for purposes of membership and assessments, provided further that this exception will not become effective with regard to any lots until recording with Clallam County Auditor a Notice of Restrictive Covenant in form attached as Exhibit "A" to Bylaws.

ARTICLE XIV – MOBILE HOMES

All non-site built homes placed on any lot or tract within Four Seasons Park will have been manufactured after the year 1987 (1988 or newer). Beginning in 1999, all non-site built homes will have been manufactured within the last 10 years of the date of placement on any lot or tract within Four Seasons Park.

ARTICLE XV – RECREATIONAL VEHICLE

Section 1: See rules and regulations Article III

Section 2: Any lot(s) or tract within Four Seasons Park may not be used for recreational vehicle rental spaces.

ARTICLE XVI

The Bylaws and Restrictive Covenants of Four Seasons Community Club are amended to provide:

Residential use of property may include certain home-based occupations of an owner/purchaser resident member of a lot(s) if approved by the Board of Trustees of Four Seasons Community Club.

The Board shall consider the potential impact upon neighbors including, but not limited to:

1. Visual impact
2. Noise impact
3. Traffic impact

All structures shall have the appearance of normal residential structures.

No signs of any sort may identify any such home occupation other than the normal resident name and address sign.

No noxious odors may be produced and no hazardous wastes may be created by any home occupations.

Trash, garbage or other waste shall be kept in sanitary containers and disposed of regularly.

Any minimal noise generated by the home occupation shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m. to be determined by the Board.

Traffic generated by any home occupation will be subject to an extra assessment, to be determined by the Board, not to exceed 50% of the annual road assessment. Traffic under 20 cars per month will not be subject to this assessment.

The owner/purchaser resident member must submit, in person at a regular monthly Board meeting, an application in the form of the Operation of Business Application to the Board. The Board will review the application and if the applicant qualifies, will prepare the Notice of Proposed Business Operation. The applicant will mail the Notice of Proposed Business Operation to the entire membership of Four Seasons Community Club within 10 days. The applicant must bear all expenses such as postage and copying. At the next scheduled monthly Board meeting, the Board will hear statements, written or oral, from proponents and opponents and decide whether or not to approve the proposed home-based occupation, based upon criteria contained herein. All approved Operation of Business Applications will be recorded with the county auditor.

Approved home-based occupations will be restricted by the terms of the original Operations of Business Application. Any deviation from the original application will subject the applicant to review the Board. The Board reserves the right to revoke the home-based occupation if the applicant is found in violation of the terms of the original agreement.

Preexisting home occupations which can show documentation of operation on or before January 1, 1998, and which register an Operation of Business application by June 1, 1998, will be allowed to continue, as they existed on January 1, 1998. Any substantial changes in a preexisting home-based occupation will subject the owner/purchaser resident member to the terms of Article XVI of the Bylaws.

RULES AND REGULATIONS

Rules and regulations may be made and enforced by the Board of Trustees. Rules and regulations shall take effect TEN (10) days after a mailed notification to all members. Rules and regulations are subject to Article VI, Section 2 of the bylaws.

ARTICLE I JUNK CARS

The Four Seasons Community Club will abide by the County Junk Vehicle Code, provided: That any vehicle has body or suspension parts missing or that has been in a major accident rendering it undriveable has THIRTY (30) days to be dealt with or the vehicle has to be put out of sight (not able to be seen by a person standing on any Park roadway) such as, but not limited to, being garaged or covered with a car garage tent. Under no circumstances will a tarp be considered an adequate cover to comply with this regulation. A fine of SEVENTY-FIVE (\$75.00) per month per vehicle, plus expenses may be assessed.

ARTICLE II

UNLICENSED DRIVERS OF VEHICLES AND TRAFFIC INFRACTIONS

Section 1. Unlicensed/unpermitted drivers of automobiles or trucks shall be prohibited from driving in the Park. After notice to desist delivered to the property owner, or upon proof of knowledge of the violation by the property owner, the owner of the property where such unlicensed drivers reside, or are visiting, may be assessed a fine of ONE HUNDRED DOLLARS (\$100.00) per violation.

Section 2. In the event that a driver shall commit a violation of the traffic laws on the roads of Four Seasons Park, and after notice to desist delivered to the property owner, or upon proof of knowledge of the violation by the property owner, the owner of the property where the violator resides, or was visiting, may be assessed a fine of ONE-HUNDRED DOLLARS (\$100.00) per violation.

ARTICLE III RECREATIONAL VEHICLES

Section 1. Use of an RV will be limited to ONE HUNDRED FOUR (104) days per calendar year. Use of an RV may exceed this limit, if the following conditions are met, and proof thereof provided to the Board, and the Board agrees to such use:

1. The lot on which the RV is located must have an approved septic system or inground storage tank.
2. Lot must have been certified non-buildable by the County and certified by an engineer.
3. There must be permanent electric power to the lot.
4. Full-use water fees shall be paid to Four Seasons Park.
5. The RV cannot be older than TEN (10) years when it is placed on the lot.
6. The RV must have some type of skirting installed.
7. The RV must be fully self-contained, with an installed toilet, shower, and holding tanks.

Section 2. Dumping of any waste water on the ground or in Morse Creek will be cause for immediate removal of RV from the Park.

Section 3. If an RV is used in excess of ONE HUNDRED FOUR (104) days per year, without permission of the Board, a fine of double yearly assessments for the property on which the RV is located will be levied. Upon proof that the necessary conditions for use beyond ONE HUNDRED FOUR (104) days have been met, the Board may rescind all or any part of an assessed penalty.

GUIDELINES FOR BOARD OF DIRECTORS

DEFINITIONS

- A. ORDINARY MAINTENANCE: Ordinary maintenance is maintenance on the roads and water system which is necessary, assuming gradual deterioration of the roads or water system from ordinary use, and not a sudden or unexpected deterioration caused by natural or unexpected occurrences such as landslides, washouts, cave-ins, earthquakes, storms, floods, etc.
- B. EMERGENCY MAINTENANCE: Emergency maintenance is maintenance required to correct those defects which appear suddenly in the road and water systems (or those which appear over a short span of time) and which incapacitates the systems either partially or wholly. Examples are: a washout on the road, a water pump failure, or a storage tank failure.
- C. IMPROVEMENTS: Improvements to the road and water systems are those projects which upgrade, or in any way change, those systems. Examples are: paving a section of road; replacing or moving a section of waterline under other than emergency conditions; replacing or adding water pumps; widening roadways; adding traffic bumps; large scale road grading.

EXPENDITURES BY BOARD

- A. ORDINARY MAINTENANCE EXPENDITURES: May be approved and authorized by the Board provided expenditures don't exceed budget amounts projected for the fiscal year.
- B. EMERGENCY MAINTENANCE EXPENDITURES: May be approved and authorized by the Board under the following conditions:
- (1) At any time emergency measures are necessary and the expenditure, when included with ordinary maintenance, can be made within the projected budget.
 - (2) When the emergency results in a complete loss of water or road access to two or more residences in the community, the Board may authorize the minimum expenditure necessary to restore access or water service regardless of the projected budget.
 - (3) When the emergency (though not a complete loss of water or access) results in a substantial inconvenience to the majority of the residents, regardless of the projected budget.
- C. IMPROVEMENTS EXPENDITURES: May be approved and authorized by the Board in any of the following conditions:
- (4) When the improvement is specifically included in the approved budget and the bids do not exceed the projected amount.
 - (5) After majority approval of the membership (by ballot) provided the bid

amount does not exceed the figure stated in the ballot by more than five percent (5%).

D. PROCURING BIDS FOR MAINTENANCE AND IMPROVEMENTS:

- (6) It is advisable to procure several bids for ordinary or emergency maintenance work whenever practical, particularly when the cost of the project will exceed \$1,000.
- (7) All improvement projects should have:
 - a. 2 bids if the cost exceeds \$1,000.
 - b. 3 bids if the cost exceeds \$2,000.
- (8) All bids for all projects should be retained for at least two years.

BUDGET AND FINANCIAL REPORTS

A. BUDGET

- (1) A detailed proposed budget in the form attached as Schedule "A" should be prepared annually prior to the general meeting. A copy of this proposed budget should be mailed to the general membership with the announcement for the annual meeting.
- (2) If the proposed budget is approved at the annual meeting that fact should be made known in the first newsletter following the meeting. If the budget is modified, the specific changes should be noted in the first newsletter following the meeting.

- B. FINANCIAL REPORTS:** A financial report should be prepared annually by an independent CPA. These financial statements may be unaudited. Copies of the annual financial reports will be available upon request.

VOTING

- A.** Board members should take great caution to insure that no member is denied the right the vote. In particular this means that the membership address roster should be kept as current as possible. It is also important that the Board seek legal advice before removing anyone's vote by Bylaw amendments, Bylaw interpretation or by Board action.

- B. BALLOTS:** Mailed ballots should contain the following:

- (1) The date of mailing (or intended mailing)
- (2) The issues being voted upon
- (3) The cutoff date for counting ballots
- (4) A statement: "Any ballot returned in an envelope without some means of identifying the voter will not be counted"

- C. STATEMENTS FOR OR AGAINST A BALLOT ISSUE:**

- (5) Statements favoring a given ballot issue should be separate from the ballot and signed by the Board member(s) preparing the statement. It should be preceded by the caption: STATEMENT IN FAVOR OF ISSUE.

(6) Should any Board member be opposed to the issue, he or she should prepare a statement (possibly on the same paper) against the issue and sign the same. It should be preceded by the caption: STATEMENT AGAINST THE ISSUE. Should all Board members be in favor of an issue, the Board should allow any member to prepare the statement against the issue, particularly if any Board member is aware of a member who opposes the issue.

D. ACCOUNTING FOR BALLOTS: There should be established some means of accounting for each member who voted in any election, and the ballots should be maintained for at least four (4) years. Some consideration should be given to having an independent firm or agency tally the ballots in each case. An accounting or law office may well be set up to handle this chore at a minimal cost. In such a case, the ballots could remain secret and yet could still be signed by the voter insuring positive control.

E. LEGAL OPINION ON BALLOT ISSUES AND FORMS: As a practical matter, the Board should seek a legal opinion on the ballot issues and the form of the ballot. The attorney consulted should be requested to do the following:

(7) Determine whether the ballot issue is authorized under state and county laws and under the Bylaws.

(8) Comment as to the adequacy of the ballot forms, statements for and against, and proposed ballot, and proposed ballot accounting procedures.

While this is an added expense, it is very likely to save money in the long run. In addition, it may shift any liability from the Board to the attorney. The attorney's response should be written and maintained with a sample ballot.

BOARD INTERPRETATION OF BYLAWS

The Board should be extremely careful in interpreting the Bylaws particularly in cases where:

- A. The interpretation could result in denying any member's right to vote or debate.
- B. The interpretation could have the effect on some member's property rights or title.
- C. The interpretation would expand the Board's powers beyond those specifically enumerated.
- D. The interpretation would have any effect on the common property (roads, parks, and water system) held in trust by the Board for the property owners.

In any of the above instances, the Board should seek a legal opinion before making the interpretation or taking action based upon that interpretation. The attorney's response should be in the form of an opinion letter addressed to the Board and should be maintained as permanent record.

ARBITRATION FOR DISPUTES WITH MEMBERS

In any case where a member feels he has a legitimate grievance against any Board action (or inaction), and when the grievance is presented to the Board in writing by the member, the Board should respond to the member in writing and offer to submit to binding arbitration (or to submit the issue to a membership vote) provided the member is willing to so submit. This arbitration procedure should be made known to the

membership, and in ninety-nine percent (99%) of the cases should prove to be inexpensive and will avoid lawsuits.

RECORDS RETENTION

Certain records should be permanently maintained by the Board. Others should be maintained for certain periods of time as set forth below. All records should be made available to any member and/or non-members property owner for inspection no later than two weeks after a demand to inspect the records is made by that member or his lawful agent (attorney, accountant, etc.).

Records should be kept for at least the following periods:

- A. Permanent retention: Articles of Incorporation; Bylaws; minutes of organizational and other meetings; minutes of meetings of Board of Directors; resolutions; correspondence copies of all ballots and explanatory material; deeds; notes; contracts; etc. Any other records not included below.
- B. Retention for seven years: All accounting records; all tax records of any nature; all contractor's bids for improvements or maintenance where contractor was awarded job, together with all supporting material.
- C. Retention for four years: Returned ballots and election controls. All election or balloting material.
- D. Retention for two years: Contractor's bids for any improvements or maintenance (where contractor was not awarded job).