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Name & Return Address:

Sea Cliff Country & Riding Club

PO Box 364

Gig Harbor WA 98335

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Document Title(s) Amended Bylaws of the Sea Cliff Country & Riding Club
Grantor(s) Sea Cliff Country & Riding Club ____ Additional Names on Page ____ of Document
Grantee(s) Sea Cliff Country & Riding Club ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Government Lot 2, Section 33, Township22 North, Range 2 East of the W.M. Complete Legal Description on Page <u>18</u> of Document
Auditor's Reference Number(s) <small>Plats recorded for Divisions 1 - 6#1889613, 1971410, 1941947, 2021316, 2458487, 2570062</small>
Assessor's Property Tax Parcel/Account Number(s)
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. _____ Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

BYLAWS
Of
SEA CLIFF COUNTRY AND RIDING CLUB

As Amended by its members on March 17, and May 19, 2019

ARTICLE I.

MEMBERSHIP

Section 1. The membership of the corporation shall consist of those persons whose dues are currently paid owning property lying within Sea Cliff Estates, First through Seventh Addition, inclusive, Pierce County, Washington, together with those persons, their heirs or assignees owning property within the Sea Cliff vicinity, who have contracted with Peninsula Development Co. or with Sea Cliff Country and Riding Club, Inc. for membership in the latter corporation.

Section 2. A certificate of membership shall be issued to the owner of each lot in said subdivisions and each member shall have one such certificate for each lot owned in said subdivisions or in one of the properties described in Section 1, hereof. Certificates of membership shall run with the land and no certificate of membership shall be transferred unless the lot to which it is appurtenant shall be sold. No membership certificate shall be issued to any person who is not the owner or purchaser of a lot in one of said subdivisions or in one of the properties described in Section 1, hereof.

Section 3. Certificates of membership shall be issued to eligible persons upon the payment of such fees as the Board of Trustees or the membership may from time to time determine.

Section 4. Each member holding a membership certificate shall be entitled to one vote at all meetings of the club, but no individual shall be entitled to more than one vote, no matter how many certificates may be so owned and held by him. Each community consisting of husband and wife shall be entitled to one vote only. In the event that the co-owners of a membership certificate cannot agree on how the one vote certificate shall be voted, the said co-owners may split said vote in accordance with their respective ownership interest.

Section 5. Each member shall pay such dues, assessments, and charges for each residence a member owns as a majority of the votes allocated in the association may from time to time determine. This vote at all times will be separate from the ratification or rejection of any budget. The balloting will be conducted by mail

only, with no proxies allowed. Any change to this section can only be made by a majority of the votes allocated in the association.

Section 6. No certificate of membership shall be sold by operation of law, or otherwise, without approval of the Board of Trustees or the membership, save and except a certificate of membership may be sold or transferred by will or gift to any person to whom property described in Section 1, hereof shall be sold or transferred and one certificate may thus be transferred for each lot thus sold or transferred, but not otherwise. Any certificate of membership sold or transferred shall be surrendered to the Secretary of the corporation for reissue.

Section 7. Any membership certificate may be suspended by a majority vote of the Board of Trustees upon failure of the holder thereof to pay such dues, assessments or other charges as may from time to time be prescribed by the Board of Trustees or by, the membership. Such suspension shall not, however, cause the further accruing dues to abate and any member shall be required to pay and make current all delinquent and accruing dues charged against said property or parcel of land. Any unauthorized transfer of assignment of a membership certificate shall also result in its suspension. Upon full payment of delinquent dues membership shall be reinstated.

Section 8. Suspension of any membership shall automatically terminate all right of the family of such member during the term of suspension of membership, as herein provided, and all rights of said member to participate in the activities of the corporation, or to receive any of the services rendered by the corporation, shall also be suspended.

ARTICLE II.

MEMBERSHIP MEETINGS

Section 1. The annual meeting of the members for the election of trustees and officers and for the ratification of the proposed annual budget and the transaction of such business as may come before the membership shall be held on the third Sunday of May each and every year, at such time and place as announced by the president of the Board of Trustees. The corporate fiscal year shall end on the 30th day of June of each year. The Board of Trustees shall provide a copy of the proposed annual budget summary and a notice of any dues changes along with a notice of the Annual Meeting date, location and time no later than 14 days prior to the meeting date in accordance with RCW 64.38.025 and 64.38.035.

Section 2. Special meetings of the members may be called by the President, or by a majority of the Board of Trustees, or by written petition of any five (5) of the membership, at such times, and at such places as may be designated in the call of such meeting.

Section 3. Not less than fourteen nor more than sixty days in advance of any meeting of the association, the secretary or other officers specified in the bylaws shall provide written notice to each owner entitled to vote by:

- (a) Hand-delivery to the mailing address of the owner or other address designated in writing by the owner.
- (b) Prepaid first-class United States mail to the mailing address of the owner or to any other mailing address designated in writing by the owner; or
- (c) Electronic transmission to an address, location, or system designated in writing by the owner. Notice to owners by an electronic transmission complies with this section only with respect to those owners who have delivered to the secretary or other officers specified in the bylaws a written record consenting to receive electronically transmitted notices. An owner who has consented to receipt of electronically transmitted notices may revoke the consent at any time by delivering a written record of the revocation to the secretary or other officer specified in the bylaws. Consent is deemed revoked if the secretary or other officer specified in the bylaws is unable to electronically transmit two consecutive notices given in accordance with the consent.

If, at any annual or special meeting, or adjournment thereof, a majority of the members entitled to vote are present in person or by proxy, said meeting shall be deemed to be regularly called and legally held, whether such fourteen-day notice have been given or not. A quorum at any annual or special meeting shall consist of thirty-four (34) percent of the active membership who are current in the payment of their dues. If at any annual or special meeting less than thirty-four

(34) percent of the members entitled to vote are present in person or by proxy (a quorum), the meeting shall be adjourned to a day certain to present a quorum, and notice as provided above shall be given to the members of the time and place of the continuation of the adjourned meeting. If the President and Vice-President are unable or unwilling to preside, those present at any special meeting may designate who is preside by a majority vote.

Section 4. Special meetings of the members may be held without notice by written agreement of seventy-five percent (75%) of the members entitled to vote at any meeting, which agreement shall state the time and place at which the meeting shall be held and shall contain a brief statement of the business proposed to be transacted. Any such agreement shall be filed with the Secretary of the club.

Section 5. Any member entitled to vote at any meeting of the membership may designate any adult member of his or her family, or any other member of the club as his (or her) proxy. All proxies shall be in writing and filed with the Secretary of the club.

Section 6. All meetings of the association shall be conducted according to "Robert's Rules of Order".

ARTICLE III.

TRUSTEES

Section 1. The affairs of the corporation shall be managed by a Board of Trustees, all of whom shall be in good standing and of full legal age. The number of trustees shall be at least five (5) and not more than nine (9), as fixed from time to time by a vote of the membership. All trustees shall hold office for a term of three (3) years, unless appointed or elected to fill an unexpired term of a trustee who has resigned or otherwise had his (or her) office terminated.

Section 2. The annual meeting of the Board of Trustees shall be held at the call of the newly elected President as soon after the annual meeting of the membership as practicable.

Section 3. Special meetings by the Board of Trustees may be held at any time upon the call of the President or of any two (2) members of the Board of Trustees. Notice of the calling of such special meeting shall be in writing signed by the President or by any two (2) trustees who may desire to call such meeting. Such notice shall be addressed to each of the Trustees and shall be mailed or personally delivered to them not less than five (5) days prior to the date of said meeting, provided, however, that if all of the Trustees are present at any meeting and consent to the holding of such meeting, no notice thereof shall be required. Meetings may be held through the use of any means of communication by which all directors participating can hear each other during the meeting.

Section 4. Should any member of the Board of Trustees be absent from three (3) successive meetings of the Board for reasons other than illness or absence from the area, the Board of Trustees may, by unanimous vote of the remaining Trustees, declare his (or her) office vacated and appoint a successor as herein provided.

Section 5. A majority of the members of the Board of Trustees shall constitute a quorum at any regular or special meeting.

Section 6. In the event that any vacancy shall exist in the Board of Trustees caused by death, resignation, removal or otherwise, except for removal by the membership as set forth below, the remaining members of the Board of Trustees shall have the power to fill the vacancy by appointment and the person so appointed shall hold office for the unexpired term of such former Trustee and thereafter until his (or her) successor is duly elected and qualified. Any vacancies created by removal by the membership shall be filled (for the remainder of the term) by a vote of the membership and may be done at any legally called meeting.

Section 7. No Trustee shall receive any compensation for his (or her) services as such, but nothing herein contained shall be deemed to limit the right of any member of the Board of Trustees to perform services incident to the profession or trade of said Trustee for the corporation, or to sell property of any kind or nature to the corporation.

Section 8. Any action taken by the Trustees with reference to the common area, as described in Article VI, Section 1, except for matters pertaining to ordinary maintenance, shall be only by written resolution. Any such action shall not become effective until thirty (30) days after the date of mailing or delivery of copies of such resolution to the membership. This section shall be subject to any limitations imposed by Article VI, Section 5, of the Bylaws.

Section 9. Any action taken by a member who alters or damages the common area without written approval from the Board will be subject to a minimum five hundred dollars (\$500) fine. The Board is authorized to determine if damages have occurred to the common area, determine the costs of such damages and levee the appropriate fine as well as recover any and all costs related to repair and/or restore the common area(s) to its prior condition.

Section 10. Any routine expenditure exceeding two thousand five hundred dollars (\$2,500) not covered in the annual budget, must be approved by a vote of the membership.

ARTICLE IV.

OFFICERS

Section 1. The officers of the corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, The Board of Trustees shall annually elect its officers at the first regular board meeting after the Annual Meeting, by a majority vote, the President, Vice President, Secretary and Treasurer from among the then current directors.

Section 2. Vacancies in any office, however caused, shall be filled by a majority vote of the Board of Trustees. Should a vacancy occur in the office of President for any reason other than expiration of his (or her) term, the Vice-President shall succeed to the office of President.

Section 3. All officers shall hold office for a term of one year.

Section 4. The duties of the officers shall be as follows:

(a) The President shall preside at all meetings of the membership and at all meetings of the Board of Trustees. The President shall have general supervision of the corporation subject to such limitations as may be imposed by the Board of Trustees. The President shall have the power to execute all authorized deeds, bonds, contracts, or other obligations of the corporation and shall sign all membership certificates. The President shall perform such other duties as the Board of Trustees may from time to time direct.

(b) The Vice-president shall act as President in the absence or disability of the President. He (or she) shall have the power to execute all authorized deeds, bonds, contracts or other obligations of the corporation, and shall perform such other duties as the Board of Trustees may direct.

(c) The Secretary shall keep and maintain accurate minutes of all meetings of the Board of Trustees and of the meetings of the membership which shall include all motions made, by whom, who seconded, and the vote totals. The Secretary shall be responsible for notifying the members of all meetings of the membership. The Secretary shall have charge of the registry of members and shall perform all duties, which are customary and incident to the office of Secretary. The Secretary shall have the power to attest all membership certificates, bond, deeds, mortgages and other conveyances of property of the corporation and such other papers as may be directed by the Board of Trustees of the corporation.

(d) The Treasurer shall keep a full and accurate account of all receipts and disbursements of the corporation, all of which shall be posted monthly on the SCC&RC web site and at the beach shelter. The Treasurer shall render to the Board of Trustees, whenever the same shall be required, an account of all his or her transactions as Treasurer and of the financial condition of the corporation, and shall render such accounting to the members at the annual meeting of the membership. The treasurer shall further be responsible for sending out the statements for membership dues to all the members. The Treasurer shall maintain a file of all bids, estimates, and invoices and provide requested copies of such to members at no charge.

ARTICLE V.

ELECTIONS

Section 1. Election of all Trustees shall be secret written ballot. The ballots shall be in such form as may be prescribed by the Board of Trustees and one ballot shall be issued by the Secretary for each individual holding a certificate of membership. Ballots shall be tallied by a committee of three (3) persons to be designated by the president.

Section 2. The membership shall be notified 7 days in advance as to the time and place of the opening and counting of any ballots. Any member shall have the right to observe the opening and counting of ballots.

ARTICLE VI

COMMON AREA

Section 1. The Sea Cliff Country and Riding Club currently holds certain common area and recreational facilities for the common use and benefit of its members. The corporation shall retain all real property currently owned by the Sea Cliff Country and Riding Club which includes the beach area, Evergreen Park, and bridal paths and the private roads noted on the recorded plat map. Said real property shall hereinafter be referred to as the “common area” and is legally described as follows:

(See attached Exhibits A, B, and C)

Section 2. The common area is subject to the protective covenants and restrictions of the original plats relating to Sea Cliff Estates as well as the Articles of Incorporation and Bylaws of the Sea Cliff Country and Riding Club. Title to said property is vested in the Sea Cliff Country and Riding Club.

Section 3. The common area shall be used only for the following uses and purposes:

(a) To foster and promote recreational and cultural activities among the residents of Sea Cliff Estates, First through Seventh Additions, inclusive, in Pierce County, Washington.

(b) Said property may not be used for any commercial purpose of any nature whatsoever, including but not limited to, rental or subdivision thereof.

Section 4. The common area shall not be sold by the corporation for any reason whatsoever.

Section 5. This article may not be amended for an initial term of twenty (20) years. This article shall be automatically renewed at the end of the initial term of twenty (20) years and every ten (10) years thereafter. After the initial term of twenty (20) years, this article may be amended only by a 75 percent (75%) approval by written vote and signature of the certified members of Sea Cliff Country and Riding Club, as defined in the Articles of Incorporation and the Bylaws of the Sea Cliff Country and Riding Club.

ARTICLE VII.

DISSOLUTION

Section 1. In the event of the dissolution of this corporation any surplus remaining after the payment of all obligations of the corporation and all expenses of the dissolution shall be distributed equally among the members, as shown on the books and records of the corporation as of the date of such dissolution. No other distribution of surplus funds among the members shall ever be made.

ARTICLE VIII.

AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of the members present and entitled to vote at any annual meeting or any special meeting called for that purpose, with the exception of the Bylaws pertaining to the common area and as herein before set forth in Article VI. The Bylaws pertaining to the common area, as set forth in Article VI herein above, may not be amended for an initial term of twenty (20) years, and any subsequent amendment can be made pursuant only to the terms of said Article as well as the terms of this Article VIII. Notice of any such meeting for the amendment of the Bylaws shall contain a statement of the purpose of the meeting and a resume of the proposed amendments and follow the same 14-day notice requirements as in Article II, Section 1.

ARTICLE IX.

DUES, TRUST FUND AND INDEMNIFICATION OF DIRECTORS

Section 1. Dues for each member as herein before provided in Article I, Section 5, shall be such as a majority of the *votes allocated in the association may* from time to time determine.

Section 2. Notwithstanding any other provision in these Bylaws, the holder of each certificate of membership shall pay into such trust or trust funds as may be established, such sums as may be from time to time agreed upon by the members. Failure to make such payments shall result in the revocation of any and all rights of membership, and to the participation in, and the use of, any of the facilities owned by the club, in the same manner as shall the failure to pay regular dues.

Section 3. Dues shall be payable for the corporate fiscal year on or before August 1 of each year. Failure to pay dues before the above date shall be subject to interest at the rate of twelve percent (12%) per annum, after a sixty (60) day grace period, until paid in full. However, any member may at the member's discretion elect to pay dues by twelve (12) equal monthly installments without incurring the loss of member privileges covered in Section 2 of this article. The first such installment shall be paid no later than August 1, with subsequent payments payable on the first day of each month thereafter. A member electing to pay by installments shall provide notice of that election to the treasurer at least ten (10) days prior to August 1, each year. The treasurer shall keep confidential the identity of members electing to pay by installments.

Section 4. The association shall indemnify any director or former director of the association, against all judgments, penalties, fines, settlements and reasonable expenses, including attorney's fees, actually incurred by him or her in connection with any proceeding to the extent authorized and subject to the provisions of Chapter 23B.08 Revised Code of Washington, as now enacted or hereafter amended. The risks covered by this indemnification may be protected against by the purchase, maintenance and payments of premiums for such insurance as in the discretion of the Board is deemed to be appropriate.

ARTICLE X

VIEWS

Section 1. The party whose view is obstructed will contact the party whose trees, shrubs or foliage are obstructing the view. They shall come to an agreement regarding the nature and extent of the action to preserve the view. No action shall be taken to endanger the safety and stability of any property. The requestor shall be responsible for all expenses regarding the remedy. The party whose trees, shrubs or foliage will be trimmed, has the option of selecting who will do the work, thereby controlling the quality of work to be done on the property; as well as insurance and bonding issues.

Section 2. If the parties cannot come to an agreement, then each shall select an arbitrator. The two arbitrators shall then select a “swing” arbitrator. Arbitration shall be held, subject to the Mandatory Arbitration Rules for Pierce County. The majority of the arbitrators shall issue a final decision. That Decision may be appealed to Pierce County Superior Court subject to the applicable of court and statutes.

Section 3. In the event either party invokes arbitration or further proceedings, the prevailing party is entitled to actual attorney’s fees and costs, including expert witness fees.

Section 4. This resolution does apply to the “common area” belonging to the Sea Cliff Country and Riding Club. The interest of the Sea Cliff Country and Riding Club will be administered by the Board of Directors or a vote of the membership.

ARTICLE XI

POLICY AND PROCEDURES AND AUTHORITY OF BOARD OF TRUSTEES

Section 1. Inclusion of Policy and Procedures: The Bylaws of Sea Cliff Country and Riding Club (Bylaws) as amended at the meeting of the membership held on the eighth day of September 2002 shall attach to the Bylaws the Statement of Policy and Procedures as **Exhibit D** and this attachment is hereby incorporated by reference as part of the Bylaws.

Section 2. Authority of the Board of Trustees to lien: While common law and Washington State Statutes have established the authority of Sea Cliff to lien a member's property for non-payment of dues, assessments and other charges as defined above, the Membership hereby specifically authorizes such liens as required by the Bylaws.

Section 3. Costs of Enforcement of Bylaws: When the Board of Trustees reasonably and in good faith incurs fees and expenses on behalf of the Corporation, including but not limited to, legal fees, expert fees, surveyor fees, title report fees, and court costs and expenses, to enforce the provisions of the Bylaws, Articles of Incorporation or Statement of Policies and Procedures, these fees and costs shall be repaid to Sea Cliff Riding and Country Club by the members against whom action was taken by the Board of Trustees and these members shall be subject to a court award of such fees.

ARTICLE XII

MAINTENANCE OF COMMON PROPERTY ROADS, DRAINAGE AND SIGNAGE

The Sea Cliff Country and Riding Club Homeowner's Association (Association) shall be responsible for the maintenance, drainage and signage of the Association owned private and common access roads.

A. DEFINITIONS OF TERMS

1. Private Roads: Those roads owned by, and under the authority and responsibility of the Association and designated by the County of Pierce as roads outside of their area of responsibility for production, development or maintenance and designated as under the responsibility of the of the Sea Cliff Homeowners Association.

2. Common Access Roads: Those roads providing access to the Association's beach common area and specified as Colvos Drive to Beach Lane and Beach Lane to the Association Beach Area.

3. County Roads: The roads within the responsibility and control of the County of Pierce regarding the development, design, safety requirements' maintenance and drainage.

4. Road Maintenance Fund: That part of the membership dues set aside by the Board each year for road projects and shown as a line item of the annual budget. The line item amount placed in the annual budget each year will be equal to 10% of each and all members annual dues. Any amount of Road Maintenance Funds not used in the current fiscal year will be transferred and added to the next fiscal year's Road Maintenance Fund.

5. Road Committee: An advisory committee comprised of members in good standing as evenly representative of the seven Sea Cliff Additions as possible. The Board of Trustees shall appoint the Road Committee and Road Committee chairperson. That committee shall convene a minimum of twice (2) annually to perform advanced planning, recommend priorities, forecast costs and review status of pending projects. Road Committee Chairperson shall report project status project planning and budget projections to the Board of Trustees as requested.

B. POLICY AND PROCEDURES FOR ROAD PROJECTS

- 1.** The Board of Trustees shall appoint a Road Committee as defined above with consideration given, where possible, to representation from all areas of Sea Cliff Country and Riding Club Homeowner's Association and the utilization of the relevant expertise of Association members.
- 2.** All future private road maintenance projects, road drainage maintenance and road signage on those Sea Cliff Association owned private roads and common access roads shall be the responsibility of the Association as determined by the Sea Cliff Road Maintenance Committee and approved by the Board of Trustees.
- 3.** All future costs of private road maintenance projects, road drainage maintenance and road signage shall be paid from the road maintenance fund as recommended by the Sea Cliff Road Maintenance Committee and approved by the Board of Trustees.
- 4.** A regular maintenance schedule shall be developed by the Sea Cliff Road Committee and shall be implemented as approved by the Board.

EXHIBIT A

Commencing at the intersection of the north line of Government lot 2, Section 33, Township 22 North, Range 2 East of the W.M., with the western edge of a vertical log bulkhead located at or near the line of high tide; thence west along the north line of said Government Lot 2, a distance of 320 feet; thence south 60 feet to point "x," as described in Warranty Deed recorded May 31, 1960 under Auditor's Fee, No. 1890073; thence east 30 feet to the true point of beginning; thence south to the north line of tract conveyed to Robert L. Fox and Velma G. Fox, husband and wife, by Warranty Deed recorded January 30, 1964 under Auditor's Fee No. 2043581; thence north 69°23'43" east to the Northeast corner of said Fox tract; thence south 0°03'36" east to a point 50 feet north of the south line of the north 11.2 acres of said Government Lot 2; thence east of the meander line; thence northerly along the meander line to a point east of the point of beginning; thence west to the point of beginning. TOGETHER with 2nd class tide lands adjoining, extending to the line of mean low tide. EXCEPT that portion included within the circumference of the circle, having a radius of 100 feet, the center of said circle being at the terminus of the following described line: Starting at the southwest corner of Sea Cliff Estates, 2nd Addition, according to plat recorded in Book 23 of Plats at page 16, 17 and 18; thence along the south line of said recorded plat north 89°48'16" east 170 feet; thence south 70°59'45" east 223.40 feet; thence south 33°30'00" east 138 feet; thence south 48°42'22" west 275.08 feet; thence south 27°52'48" east 617.27 feet to the said terminus point.

EXHIBIT B

Lot 4 and Lot 7, SEA CLIFF ESTATES, 6th ADDITION, according to plat recorded in Book 47 of Plats at pages 14, 15 and 16, EXCEPT there from that parcel of land included within the circumference of the circle, having a radius of 100 feet, the center of said circle being at the terminus of the following described line: Commencing at the southwest corner of SEA CLIFF ESTATES, 2ND ADDITION, according to plat record Book 23 of Plats at page 16, 17 and 18; thence along the south line of said recorded plat, north 89°48'16" east 170 feet; thence south 70°59'45" east 223.40 feet; thence south 33°30'00" east 138.00; thence south 48°44'22" west 275.08 feet; thence south 27°52'48" east 617.27 feet to the said terminus point being within Government Lot 2 of Section 33, Township 22 North, Range 2 East of the W.M.

EXHIBIT C

Lot 3, Short Plat No. 79-456, filed with Pierce County Auditor, which is now Lot 3, Short Plat No. 80-313, filed in Volume 42 of Short Plats at page 76, which Short Plat is a re-record of Short Plat No. 79-456.

EXHIBIT D

SEA CLIFF COUNTY AND RIDING CLUB STATEMENT OF POLICY AND PROCEDURES

I. INCORPORATION OF THIS POLICY AND PROCEDURES STATEMENT

The following statement of Policy and Procedures regarding the Bylaws of Sea Cliff Country and Riding Club (Sea Cliff) as amended by a majority of the members present at the annual meeting of the membership held on the eighth day of September 2002, was incorporated into the Bylaws as of that date.

II. DEFINITIONS OF TERMS

A. Terms as used in Article I of Bylaws.

Section 1:

- (a) “corporation”: The non-profit Homeowner’s Association Corporation commonly known as Sea Cliff County and Riding Club (Sea Cliff) as incorporated and described in the Articles of Incorporation signed on the nineteenth day of May 1963.
- (b) “vicinity”: Property within the boundaries of area previously known as Sea Cliff Estates First Addition through Seventh Addition as further described in Exhibits A, B and C attached to and filed with the Bylaws.

Section 2:

- (a) “certificate of membership”: The membership document that is associated with and runs with the title to the land and identifies the owner as the recipient of the rights and responsibilities of membership in Sea Cliff.
- (b) “owner”: The registered title holder or holders of specific property or properties within the Sea Cliff vicinity and considered as one “ownership unit”.

Section 4:

(a). “member”: The individual, or individuals who are a voting unit by virtue of holding title of ownership to one of the following:

- 1) One or more lots without a dwelling.
- 2) One lot with a dwelling and one or more lots without dwellings.
- 3) Each separate lot with a dwelling.

(b). “individual”: Each ownership unit as defined as member above

Section 5:

(a) “residence”: A unit of property under common ownership and title identified as the following:

- 1) One or more lots without a dwelling;
- 2) One lot with a dwelling and one or more lots without dwellings;
- 3) Each separate lot with a dwelling.

Section 7:

(a) “majority vote of the Board of Trustees”: More than fifty percent (50%) of those Trustees in attendance, in person, at any regular or special meeting. *See Article III Sections 1 and 5.*

(b) “other charges”: Includes, but is not limited to, costs associated with liens, interest, late fees, and fines.

(c) “delinquent and accruing dues”: The amount that includes dues, assessments and other charges as defined above.

Section 8:

(a). “services rendered by the corporation”: This is a limit on the member’s access to or use of the common recreational areas of Sea Cliff and requires surrender of the keys and or the remote control device for the gate of the common recreational area.

B. Terms as used in Article II of the Bylaws.

Section 2:

(a) membership: This refers to “members” or individual voting units as defined in Article I, Section 4.

Section 3:

(a) “majority of the members entitled to vote”: More than fifty percent (50%) of the membership units who are current in their payment of dues and “other charges” including, but is not limited to, costs associated with liens, interest, late fees, and fines as defined in Article I, Section 7 (b) above.

(b) “regularly called and legally held”: A regular annual or specially called meeting shall be considered “regularly called and legally held” *even without the normally required five (5) day written notice* if more than fifty percent (50%) of all member voting units entitled to vote are present in person or by proxy.

(c) “Quorum”: A quorum of members for any regular or special meeting consists of *thirty-four (34%)* of the member voting units as defined regarding Article I Section 4(a) who are entitled to vote are and present in person or by proxy.

C. Terms as used in Article III of the bylaws.

Section 8:

(a). “ordinary maintenance”: Ordinary maintenance shall include actions that are necessary to keep the existing facilities within the common areas serviceable and safe including but not be limited to the following: 1) vegetation control, 2) tree limb trimming, 3) removal of fallen trees and limbs, 3) drainage management, 4) landscaping and trails, 5) maintenance and repair of existing buildings, 6) replacement and repair of fences and gates, 7) replacement and repair of pier and dock facilities, 8) maintenance and repair of the playground facilities, and 9) maintenance and repair of the rock seawall.

D. Terms as used in Article IX of the bylaws:

Section 2:

(a). “trust funds as may be established”: The trust funds include but are not limited to the Private Road Maintenance Agreement (PRMA) trust established in the 1993 special meeting.

E. Terms as used in Article X of the bylaws:

Section 1:

- (a). “obstructing the view”: An obstruction shall be any blocking of views of the seawater or horizon by vegetation on another member’s property that is located along the line of sight of the residence of a member between the seawater or horizon and the base of the windows of the principal living area of that member’s home.
- (b). “action”: The action to preserve the view may include trimming of tree limbs or vegetation, removal of trees or removal of vegetation.
- (c). “stability”: Stability refers to the ability of soil and rock to withstand erosion caused by gravity, wind, rain, ground or running water.

III. LEGAL AUTHORITY OF ARTICLE X OF THE BYLAWS

Purpose of “Article X” Regarding Views: The purpose of this article X is to provide a procedure for property owners to preserve views in a cooperative manner. While Sections 1 through 3 of Article X do not create a legal obligation between neighbors to comply with mutual view preservation, Article X is structured to provide guidelines for voluntary preservation of mutually beneficial views.

Section 4 does legally establish the authority of the Board of Trustees with respect to the common areas, to either approve or deny vegetation trimming or removal within these areas, as may be requested from time to time by individual members, or refer, in its discretion, any such request to the membership to be determined by a majority vote

These amendments have been approved by majority of Sea Cliff Country & Riding Club Association members. As voted upon at the March 17, 2019 Special Meeting and the May 19, 2019 Annual Meeting.

Greg Rosinski

Greg Rosinski, President

STATE OF WASHINGTON)

) ss.

County of ~~Pierce~~ KING)

I certify that I know or have satisfactory evidence that Greg Rosinski signed this instrument and acknowledge it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16th day of 2 2021.

Grace Youn

NOTARY PUBLIC in and for the State of Washington

Residing at Belleve, WA

My commission expires: 01/01/2023

Printed Name: GRACE YOUN



Name & Return Address:

Sea Cliff Country & Riding Club

PO Box 364

Gig Harbor WA 98335

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Amended Bylaws of the Sea Cliff Country & Riding Club

Grantor(s) Sea Cliff Country & Riding Club

____ Additional Names on Page ____ of Document

Grantee(s) Sea Cliff Country & Riding Club

____ Additional Names on Page ____ of Document

Legal Description

(Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)

Government Lot 2, Section 33, Township22 North, Range 2 East of the W.M.

Complete Legal Description on Page 18 of Document

Auditor's Reference Number(s)

Plats recorded for Divisions 1 - 6#1889613, 1971410, 1941947, 2021316, 2458487, 2570062

Assessor's Property Tax Parcel/Account Number(s)

Non Standard Fee \$50.00

By signing below, you agree to pay the \$50.00 non standard fee.

I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.


Digitally signed by Greg Rosinski
DN: C=US, E=rosinski@rswc.com, O=Sea Cliff
Country & Riding Club, CN=Greg Rosinski
Date: 2021.04.06 06:29:03 -07'00'

Signature of Party Requesting Non Standard Recording

NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.

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