

NORTH BAY PARK BYLAWS
(AMENDED - JUNE 14, 2014)

ARTICLE I – Definitions

1. “**Club**” shall mean and refer to NORTH BAY PARK, a non profit corporation existing under the laws of the State of Washington.
2. “**Property**” shall mean all the real estate and facilities operated by the Club as campsites and recreation facilities for the Members.
3. “**Campsites**” shall be those camping vehicle areas designated by the Board of Directors and assigned to the Club members for their use in accordance with these Bylaws and Regulations.
4. “**Common Property**” shall mean those facilities and that area of land designated by the Board of Directors for the common use of the Club members.
5. “**Member**” shall mean every person or persons who has purchased a membership in accordance with their Certificate of Membership and whose application has had written approval by the Board of Directors as provided in these Bylaws.

ARTICLE II – Membership

1. Qualification for Membership: To qualify for membership an applicant must:

- a. Be 21 years of age.
- b. Be duly approved for membership as provided for in these Bylaws.
- c. Pay all application fees and agree to pay dues as set by a majority of the membership.
- d. Agree to abide by these Bylaws and amendments thereto and with any rules and regulations adopted by the Membership.

2. Application for and approval to Membership:

- a. Application – All applications for Membership shall be in written form. Each application shall be signed by the outgoing Member and the applicant and shall be delivered to the Club Secretary.
- b. A \$100.00 application fee shall accompany each application. Application fees will be held until application is approved or rejected and will be refunded if not approved.
- c. Before any application will be considered, all monies owed to the Club by the outgoing member must be paid in full.
- d. Approval of an application for admission shall be by the affirmative vote of a majority of the Board of Directors.

3. Classes of Membership:

- a. The memberships in North Bay Park shall be limited to sixty (60) in number and shall be of two (2) classes, Cottage memberships and Campsite memberships.
- b. There shall be no difference in the classes of memberships.
- c. Only in the event of the sale of North Bay Park as a complete parcel, may the Cottage memberships and Campsite memberships be assessed to have different values.

4. Certificate of Membership:

- a.** The Certificate of membership shall constitute evidence of ownership of the membership in North Bay Park. Actual ownership and the rights and obligations attendant thereto shall reside in that person or persons shown as the member (s) on the Books of the Corporation.
- b.** Form – The Certificate of membership in North Bay Park shall be in a form approved by the Board of Directors and shall indicate that the member has the exclusive right to use a particular campsite or cottage.
- c.** Issuance – Upon return of the previous Certificate, a membership Certificate shall be issued to each new member whose application has been approved. Only in exceptional circumstances will a Membership Certificate be issued without the return of the previous one.
- d.** A joint membership may be issued to two (2) families, but they shall be entitled to only one (1) vote.

5. Termination / Transfer of Membership:

- a.** Sale- A membership may be transferred without restrictions by a member whose account is paid in full. (See article 2 – Membership)
- b.** Upon the death of a Member, their membership shall continue in force until sold and transferred. The membership shall pass under the laws of descent and distribution of the State of Washington, or the State or Province where the member resided at the time of their death. Nothing in these Bylaws is intended to restrict or impede the right of a member to pass their membership interest at the time of their death. However, any person acquiring the membership of a deceased member must qualify for membership (See Article 2).
- c.** Termination – A member, whose membership has been terminated as provided in these Bylaws, shall have no claim to rights and privileges of Club membership.

6. Dues: Members are responsible for paying all dues, as provided by these Bylaws.

7. Interest in voice: The owner of a Membership shall:

- a.** Upon the dissolution of the Club, involuntary or voluntary, be entitled to a proprietary share remaining after payment or provision for all debts and liabilities of the Club contingent or otherwise.

8. Rights, privileges and responsibilities:

- a.** A member in good standing shall be entitled to all the rights and privileges of club membership as set forth in these bylaws.
- b.** Every membership in good standing shall have a proprietary interest in the Club and shall be entitled to attend and vote at membership meetings. After one (1) year as a member he/she may run for election to the Club Board of Directors.
- c.** The member is entitled to the exclusive use of the cottage or campsite designated on his/her Membership Certificate.
- d.** It is mandatory that each member carry adequate liability insurance on his/her cottage or campsite at all times. North Bay Park Association should be named as co-insured. Proof of such insurance must be submitted to the Board of Directors annually.
- e.** Only Members in good standing may authorize guests to use their site or Club facilities. The club DOES NOT provide supervision in the park or a pool lifeguard.
- f.** All members and guests within the park boundaries are subject to the laws of the State of Washington with regard to police regulations, fire regulations and insurance restrictions.

g. Members are responsible for all actions of dependents and guests, and must make restitution to the Board for breach of rules and regulations or any damage done.

h. Dependents and guests under 13 years of age must be accompanied by an adult member or an adult guest in all usage of club property.

I. Use of campsites or cottages and common areas may be extended to guests for a period which may not exceed two weeks without approval of the Board of Directors. A member may apply to the Board of Directors for an extension.

j. Rental of campsites or cottages by members is prohibited and is subject to a \$1,000 fine and suspension of membership. Guests overstaying the two week period limit without the approval of the Board of Directors will be considered rental.

9. Suspension: The Board of Directors shall have the power to suspend any member of the club for ongoing violations of the bylaws or rules and regulations. Suspensions shall be determined by a majority vote of the Board of Directors. Ten (10) days prior notice must be given to the accused member stating the substance of the charges against him/her. The member must be given the opportunity to be heard in his/her own defense by the Board of Directors prior to such suspension.

10. Termination: The Board of Directors may recommend to the membership that a member be terminated from the club for reasons other than those stated in Article III-5. A special general meeting of the membership will be called for the purpose of reviewing the board's recommendation and voting on same. Written notice of this special meeting stating the specific reasons for expulsion must be given 30 days prior to the meeting (Article VIII-3). The member in question shall have the right to be heard in his/her own defense at the special meeting. The meeting must be attended by a quorum of members in good standing (minimum 20). The recommendation for expulsion shall be deemed ratified if approved by 2/3 majority of the members in attendance. If a membership is terminated as provided herein, the club may proceed to sell such membership utilizing the same procedure as outlined in Article III Subsection 7b of these bylaws.

11. Reinstatement: Any member suspended for violation of bylaws may, upon written application to the Board of Directors, be reinstated at the sole discretion of the Board and a reinstatement fee of 00.00.

ARTICLE III – Dues and Assessments

1. Dues: Each owner of a Membership shall be required to pay dues on a *monthly* basis. These dues shall be used for the annual operating expenses of the club and its facilities. The annual amount payable by each member shall be recommended to the membership by the Board of Directors and voted on at the annual general meeting. Dues are payable in US funds by the 1st day of each month.

2. Assessments: The Board of Directors may recommend special assessments in particular circumstances for the purpose of capital improvements, repairs, or for any other park improvement. These recommendations must be presented to the membership in writing a minimum of 21 days in advance of a special meeting called to consider the assessment. All assessments must be approved by 2/3 majority vote with a quorum (20) of members at the meeting. Note - Assessments may be presented to the membership at the Annual General Meeting or at a Special General meeting called for that purpose.

3. Delinquency: If any dues are not paid by the 1st of the month following that in which they became due and payable, and if any assessment is not paid within thirty (30) days of the date indicated in the resolution of the Membership, they shall be considered delinquent and subject to a cumulative penalty of \$50.00 for each month they remain unpaid.

4. Suspension: When a member's account is delinquent in excess of sixty (60) days, the Board of Directors by a majority vote may deny said delinquent member the use of his/her campsite or cottage and Club common facilities and suspend said member from all Club activities until arrangements for payment of said debt, satisfactory to the Board of Directors, has been made. Such suspension action may be taken only after notice has been given to the delinquent member ten (10) days prior to the suspension. The Board of Directors may upon good cause, permit a member to pay delinquent dues, assessments and penalties on such terms as they deem just and equitable. Suspension of any member for nonpayment of dues or assessments shall not affect said members liability for dues or assessments as provided in these Bylaws in any manner.

5. Termination of Membership: Dues, assessments or any penalties levied that are not paid within ninety (90) days of becoming delinquent, the Board of Directors may, upon ten (10) days notice to the delinquent member, terminate the members interest in the club.

6. Reinstatement: Any member suspended for nonpayment of dues, assessments or penalties may, upon written application to the Board of Directors, be reinstated at the sole discretion of the Board upon payment of all outstanding dues, assessments and penalties and of a reinstatement fee of \$100.00.

7. Collection Options:

a. Rather than terminate a membership for nonpayment of dues or assessments the Board of Directors, at their discretion, may elect to institute a legal action to collect delinquent dues or assessments. If such legal action is commenced, the Club shall be entitled to recover court costs and reasonable attorney's fees and any judgment entered in favor of the Club shall bear interest at the rate of twelve (12%) per annum from the date of the entry and until paid.

b. In the event of termination of a membership because of delinquent dues or assessments, the said membership may be sold to a new member at the best available price, at the terms and at the sole and absolute discretion of the Board of Directors. Upon sale the former member shall receive the proceeds of the sale after deducting any monies owed to the Club, as well as selling expenses, commissions and trailer disposal costs. Upon accounting for the proceeds of any such sale, all further obligations of the Club to said former member shall cease.

ARTICLE IV – Board of Directors

1. Number: The number of Directors who shall manage the affairs of the Club shall be five (5).

2. Term: Directors shall be elected from the membership at large, and shall serve a two (2) year term.

3. Qualifications: Each Director shall be a member in good standing with a minimum one (1) year's membership. In the event that a Director ceases to be a member in good standing, he/she shall cease to be a director and his/her office shall thereupon become vacant.

4. Nomination and Election:

a. At the Annual General Meeting, members will elect two or three Directors for a two (2) year term.

b. If a Director chooses to stand for an additional term, he/she must be nominated and re-elected at the Annual General Meeting.

c. The Board of Directors shall appoint from their members or the members at large, three members who shall constitute an election committee at least twenty (20) days in advance of the

Annual General Meeting. Duties of this committee will include AGM registration, certification of any proxy votes, distribution of voter cards, recording and posting nominations and counting ballots.

d. Nominations for election to the Board of Directors will be accepted prior to the AGM and also from the floor at the AGM. Members wishing to run, but who cannot attend can provide written authorization to be nominated.

e. When nominations are closed, the election committee shall post the names of the nominees on the clubhouse bulletin board for voting purposes.

f. The nominees receiving the highest number of votes shall be deemed elected as Directors.

g. The election committee shall count the ballots and certify the results to the membership.

h. In the event of a tie for the last Directors position, a revote between those two (2) candidates shall take place.

I. A written proxy vote given to another member is acceptable.

5. Appointment: In the event of the death or resignation of a Director, or should a director cease to be a Director or be suspended, or expelled, notice of the vacancy shall be circulated to the membership. Any member in good standing may apply for the vacancy within three weeks, after which the Board of Directors shall, by a majority vote, appoint a member to fill the vacancy for the remainder of the unexpired term of the Directors office so vacated.

6. Removal: Any Director may be removed from office by a 2/3 majority vote of the membership at a Special Meeting called for this purpose. Quorum (20) members in good standing must be in attendance. Notice of the Special General Meeting shall be given to all Club Members and the Director proposed to be removed not less than twenty (20) days prior to the meeting date. Such notice shall state the reason(s) for the proposed removal which shall be for cause. Unexcused absence from two (2) consecutive meetings of the Board of Directors shall be due cause.

ARTICLE V – Powers and Duties of the Board

1. The Board of Directors shall have 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 authority and duties of all officers, agents, servants, employees and others not otherwise provided for in these Bylaws.

2. The Board of Directors of the Corporation shall have full authority on behalf of the Corporation to borrow money at such rates of interest and upon such other terms and conditions as the Board may determine, to issue to a lender promissory notes, bonds or other obligations, and to secure any of the Corporation's obligations by mortgage or pledge of any or all of its property, franchises and income. Specifically, the Board may, in the course of borrowing on behalf of the Corporation: (a) approve, acknowledge and deliver promissory notes and other loan documents intended to bind the Corporation as a debtor to the lender, (b) pledge the personal property assets of the Corporation as collateral for any note or loan agreement, (c) mortgage the real property assets of the Corporation as collateral for any note or loan agreement, (d) assign the Corporation's current and future income of the Corporation, including without limitation any and all income consisting of dues and assessments paid or payable to the Corporation by its members, as collateral for any note or loan agreement, and (e) assign the Corporation's right to collect any and all pledged income, as collateral for any note or loan agreement.

3. The Board of Directors shall have the power and authority to enter into agreements with management concerns providing for the management of the Club property and assets, the handling of its books and records, the collection of dues and charges, enrollment of members and such other duties and responsibilities as may be fixed from time to time by the membership.

4. The Board of Directors shall have the power to appoint 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 interest of the Club, and all members of such committees shall serve at the pleasure of the Board of Directors and shall have such power, duties and responsibilities as may be fixed by resolution of the Board of Directors from time to time.
5. The Board of Directors shall have charge of the regulation and control of all income of the Club from all sources, as approved by the membership.
6. The Board of Directors shall have the power to enforce the rules and regulations governing the properties and affairs of the Club and the personal conduct of members and their guests, as provided for in the bylaws.
7. The Board of Directors, with approval from the members, shall have the power and authority to purchase and/or otherwise acquire all real property, personal property and assets deemed by them to be for the benefit of the Club within the budgeted amount approved by the members.
8. There shall be a regular meeting of the Board of Directors at such time and place as may be fixed from time to time by the Board.
9. A special meeting of the Board of Directors may be held at any time on a call by the President or by any two (2) members of the board.
10. A majority of the whole number of Directors shall constitute a quorum (3). No business can be transacted in the absence of a quorum at any Board meeting.

ARTICLE VI – Officers

1. **Designation:** The officers of this Club shall consist of a President, Vice President, Secretary, Treasurer and a Director at Large. The President shall be the Chairman of the Board of Directors.
2. **Election:** The Officers shall be determined annually by the Board of Directors from their own number at the first Board of Directors meeting.
3. **Removal:** An Officer's designation may be removed for cause upon majority vote of the Directors at any meeting called for that purpose, and only after ten (10) days notice to each Director stating the reason for the special meeting.

ARTICLE VII – Powers and Duties of the Executive Officers

1. **President:** The duties of the President shall be to preside at all meetings and functions of the Club and the Board of Directors and have general supervision, direction and management of its affairs under the direction of the Board of Directors. He/she shall sign with the Secretary all contracts on behalf of the Club, this shall be properly authorized by the Board of Directors. He/she shall have the power and authority to sign with the Secretary or Treasurer, all the Certificates of Membership of the Club. He/she shall also be an ex-officio member of all committees.

2. Vice President: The Vice President, in the absence of the President, shall perform the duties of the 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 own members to serve as Vice President, until the Annual General Meeting.

3. Secretary:

a. The Secretary shall keep full and correct minutes of all meetings of the Club and the affairs of the Board of Directors and shall attend to all correspondence incidental to the affairs of the Club. Minutes of Board of Director’s meetings should be available to members via the Park website or posted on the bulletin board. The Secretary shall be custodian of all Club records and property and shall see that the names of all the candidates are properly posted. The Secretary shall sign with the President all contracts of the Club. The Secretary shall perform all duties as pertain to the office and any other duties as may be assigned or required by the Board of Directors. The Secretary will be an ex-officio member of all committees.

b. In the absence/disability of the Secretary, the Board may appoint an Interim Secretary from the Board. This person will have the same powers and authority as the Secretary.

c. The Board of Directors at their discretion may appoint a Recording Secretary from the Membership. This is a non-voting position.

4. Treasurer:

a. The Treasurer shall have charge of all monies of the Club and shall keep a fair and true account of all receipts and disbursements. At each meeting of the Board of Directors, he/she shall present his/her statement showing the financial condition of the Club. He/she shall perform all other duties incidental to his/her office as well as any other duties as may be prescribed or required by the Board of Directors. He/she shall be an ex-officio member of all committees.

b. In the absence or disability of the Treasurer, an Interim Treasurer may be appointed by the Board and shall have the powers and authority and shall perform the duties of the Treasurer. This interim position shall be filled from the existing Board of Directors.

ARTICLE VIII – Membership Meetings

Annual General Meeting

1. The annual meeting of the members shall be held annually at a time set by the Board of Directors for the benefit of the membership. Twenty days written notice thereof shall be given to all members. Said notice shall be given by the Secretary or such other party as the Board of Directors may from time to time designate. This notice shall include the minutes from the previous AGM, the agenda for upcoming AGM, the previous year’s financial report and the proposed budget for the upcoming fiscal year. Thirty three percent of the membership entitled to vote – minimum twenty members – shall constitute a quorum for the transaction of business.

2. The order of business shall be as follows:

- a. Adoption of the minutes of the previous meeting.
- b. President's report
- c. Financial Report/ Presentation of next years Budget
- d. Old Business
- e. New business
- f. Election of Directors

Special General Meeting

1. A special meeting of members may be called by the President at any time and shall always be called on a written request of a quorum of the members or a majority of the Board of Directors. Notice of a special meeting stating the specific resolution to be voted on shall be given by the Secretary mailing a notice of the same to each member at least twenty (20) days prior to the date at which the said meeting is to be held. At such a special meeting no business shall be transacted other than that mentioned in the call. Thirty three (33) percent of the eligible voting members – minimum twenty (20) members – constitute a Quorum. Voting at all membership meetings shall be in person or by written proxy. Only those Club members whose accounts are paid in full shall be entitled to vote.

ARTICLE IX – Committees

The Board of Directors shall have the power to appoint such committees as they deem necessary for the governing of the affairs of the Club. Committee size and responsibility shall be determined by the Board of Directors.

ARTICLE X – Rules and Regulations (See attachment)

If an issue is not specifically addressed in these Rules & Regulations the Board of Directors has the authority to rule on the matter as per Article V, Section 1.

ARTICLE XI – Amendment or repeal of Bylaws

These bylaws may be amended by a majority vote of the membership present at any Annual General Meeting or any duly constituted Special General Meeting called for that purpose. Provided, however, any proposed changes to these bylaws must be mailed to each member at least twenty (20) days prior to the date at which the said meeting is to be held.

ARTICLE XII – Hold Harmless

Neither the Directors nor the Officers or any of their Agents or Representatives shall be liable to any party for any action or for any failure to act under or pursuant to the provisions of the Articles of Incorporation of this Club, these Bylaws or any Rules and Regulations adopted hereunder, provide that such Directors, Officers or Persons shall have proceeded in good faith and without malice. Notwithstanding the generality of the foregoing, such Director, Officer or Person shall not be liable to any person or party for any claims, suits or causes of action brought by reason of the operation, use or otherwise of any equipment, structure, property or amenity of this Club. The Club shall from its general funds defend and hold harmless any Board Member, Officer, Agent or Representatives against claims,

suits, causes of action or other legal proceedings of whatsoever kind or nature whether aforesaid or otherwise brought by the Club's members or third parties, such Directors, Officers, Agents or Representatives performance of duties for and on behalf of the Club. The obligation to hold harmless board of directors as more particularly set forth herein shall be limited to insurance proceeds and in no event shall the Club be liable for payment of any funds in excess of the insurance proceeds resulting from any such claim, suit, cause of action, fine, penalty or legal proceeding.