

DISCOVERY BAY WOMEN'S CLUB AMENDED & RESTATED BYLAWS

Effective _____, 2022

Discovery Bay Resort was formed pursuant to the recording of a on May 30, 1996, at Recorder's No. 391641; and an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Discovery Bay Resort" was recorded in the real property records of Jefferson County on February 29, 1996, at Recorder's No. 389065 ("Original Declaration"), thereby submitting the real property set forth in the Plat to the covenants, conditions and restrictions set forth in the Original Declaration. The Discovery Bay Women's Club (formerly known as the Discovery Bay Leaseholder's Association) manages and govern the affairs of Discovery Bay Resort. The original Bylaws of the Discovery Bay Leaseholder's Association were established at the time of the creation of Discovery Bay Resort and amended thereafter ("Original Bylaws").

These Amended & Restated Bylaws were proposed by the Club's Board of Directors commensurate with the proposal of the Amended & Restated Declaration (the "Declaration") in accordance with Section 17 of the Original Declaration and 10.1 of the Original Bylaws. After notice to all of the Leaseholders entitled to vote thereon was given, Leaseholders holding not less than sixty percent (60%) of the total votes in the Club consented to the adoption of the Amended & Restated Bylaws by written ballot. These Amended & Restated Bylaws ("Bylaws") amend, supersede, and replace the Original Bylaws, and any and all previous bylaws and all amendments thereto. Capitalized terms not defined herein shall have the meanings as defined in the Declaration.

ATTEST: These Amended & Restated Bylaws were adopted and approved as provided herein and shall become effective on the same date as the Effective Date of the Amended & Restated Declaration.

DISCOVERY BAY WOMEN'S CLUB

By:

Tenna Matthews, its President

Date: _____

Susan Thrune, its Secretary

Date: _____

DISCOVERY BAY WOMEN'S CLUB AMENDED & RESTATED BYLAWS

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ARTICLE 1 NAME

The organization formerly known as Discovery Bay Leaseholders Association shall now be known as the Discovery Bay Women's Club ("Club") in accordance with Articles of Amendment filed with the Washington state Secretary of State commensurate with the adoption of these Bylaws.

ARTICLE 2 MEMBERSHIP

2.1 Qualifications & Application for Membership. Applicants for membership in the Club must meet the minimum qualifications as provided in the Declaration and otherwise be approved for membership by the Board at its sole discretion and in accordance with any Club Rules. Applicants may be required to pay an application Fee as provided in the Club's Rules. To ensure the Club's status as a non-profit social club, membership in the Club may not be assigned, transferred, conveyed, encumbered, pledged, or alienated in any way, except as provided in the Declaration or these Bylaws. Any attempt to make a prohibited transfer is void.

2.2 Membership Classes. The Club shall have two classes of Members: RV Members and Social Members.

2.2.1 RV Members. RV Members are Leaseholders of Sites within the Resort. RV Members have voting rights as provided in the Declaration, and are approved for membership for so long as the RV Member continues to be a Leaseholder. If a Leaseholder is an entity or there is more than one (1) Leaseholder for a single Site, each Leaseholder shall be an RV Member, but only one (1) vote may be cast per Site Leased as further provided in Section 2.5.

2.2.2 Social Members. Social Members are Members that are not Leaseholders. Social Members do not have voting rights. Social Members are approved for membership for the remainder of the calendar year, with Dues prorated based on the number of full months left in the year. Social Members may renew their membership in accordance with the terms of their membership agreements, but the membership may not otherwise be conveyed, assigned, or transferred.

2.3 Termination of Membership. A Member's membership in the Club may only be terminated as provided in this Section, or upon the death of a Member as provided in the Declaration. However, termination does not relieve the terminated Member of any financial obligations or liabilities incurred prior to the termination or as provided in this Section.

2.3.1 By Member. Social Members may terminate their membership in the Club at any time, but any Dues pre-paid for the remainder of the calendar year shall not be refundable. RV Members may terminate their membership only upon

assignment, termination, or other relinquishment of the Lease of a Site as provided in the Declaration.

2.3.2 *By Club.* Except as provided in the Declaration upon the death of the sole or last remaining Leaseholder of a Site, the Club may only terminate a Member's membership for the reasons provided in this Section.

2.3.2.1 A Social Member's membership is subject to termination by the Club upon the existence of any the following conditions: (a) the Member has been delinquent in payment of Dues or other Club Charges for over ninety (90) days; (b) the Member has been cited and fined for at least three (3) violations of Governing Documents within any twelve (12) month period; (c) the Member has engaged in illegal activity on the Property; (d) the Member is subject to a court-issued restraining or anti-harassment order involving another Member of more than fourteen (14) days' duration; or (e) the Member has failed to renew their membership by January 15th. Social Members are not entitled to notice of termination but may re-apply to be a Social Member once terminated.

2.3.2.2 An RV Member's membership (and associated Lease rights) are subject to termination by the Club upon the existence of any of the following conditions: (a) the Member has been delinquent in the payment of Assessments or other Club Charges for over ninety (90) days or has been delinquent in the payment of Assessments more than three (3) times in any twelve (12) month period; (b) the Member has been properly cited and fined for at least three (3) violations of the Governing Documents within any twelve (12) month period and has failed to cure the violations; (c) the Member has engaged in illegal activity on the Property; or (d) the Member is subject to a court-issued restraining or anti-harassment order involving another Member of more than fourteen (14) days' duration. The decision of the Board regarding termination is final.

2.3.3 *Notice of Termination to RV Members.* If, after providing the RV Member with notice and an opportunity to be heard before a quorum of the Board in accordance with the Club's Rules regarding termination, the Board determines that any one of the conditions for termination has been met, the Club shall provide the RV Member with a notice of termination advising the RV Member of the rights of the RV Member on termination as provided in this Section. Unless the terminated RV Member and the Club agree to another period of time, terminated RV Members shall have sixty (60) days, or such longer period as the Board may allow, in its sole discretion, from the date of the notice of termination in which to arrange for the transfer of the RV membership and assignment of the Lease to a purchaser approved as an RV Member. Failure of the terminated RV Member to assign the Lease and membership rights within that period shall constitute a default in the Lease,

immediate termination of membership, and forfeiture of the RV Member's right to sell her membership and associated Lease rights, and all such rights shall revert to the Club. RV Members terminated in accordance with Section 2.3 shall be required to remove personal property from the Site and shall have a right to the net proceeds of the sale of any personal property or the remaining Lease term as provided in Article III of the Declaration.

2.4 Membership Roster. The Club shall maintain a roster of all current Members, which shall include, at a minimum, the names, mailing addresses, emails, and membership class of all Members. Unless another address is given to the Club for the purposes of receiving notices, all notices required to be sent to RV Members shall be delivered to the Site address.

2.5 Voting. Only RV Members have voting rights. RV Members may cast one (1) vote per Site Leased, for a total of one-hundred and fifteen (115) total votes in the Club. RV Members that are entities, such as corporations or trusts, and multiple RV Members occupying a single Site shall designate a single voting representative for each Site Leased. In the absence of such a designation, any vote cast by a Leaseholder shall be considered cast by the voting representative, unless another vote is cast by another Leaseholder of the same Site, in which case, such votes shall not be counted, except for quorum purposes. The votes allocated to RV Members may not be split or cast as fractional votes. If the Lease of a Site has been assigned or otherwise transferred during any voting period, the vote of the Leaseholder at the time the vote is cast shall be counted, unless a subsequent, inconsistent vote is cast by the new Leaseholder during the voting period, in which case the new Leaseholder's vote shall count and the prior Leaseholder's vote shall be void. Votes associated with Sites that are not Leased at the time of the vote shall not be cast and shall not be counted as part of the Total Voting Power in the Club or towards quorum or voting requirements. Cumulative voting is allowed, but not required, for the purpose of electing Directors, but is otherwise prohibited.

ARTICLE 3 CLUB MEETINGS

3.1 Annual Meeting. The annual meeting of the Club shall be held in August of each year at such date, time, and place as the Board shall determine. The purpose of the annual meeting shall be to review the activities for the prior year, to discuss plans and proposals for the upcoming year, to elect Directors if not already elected outside of the meeting as provided herein, and to transact any other business as may properly come before the meeting.

3.2 Special Meetings. A special meeting of the Club may be called by the President of the Club, by resolution of the Board, or upon the written request of RV Members holding at least twenty percent (20%) of the Total Voting Power in the Club. If a special meeting is requested by the RV Members as provided herein, the Board shall, within thirty (30) days of the receipt of the request, send notice of the special meeting to all RV Members

in accordance with the notice provisions of Section 3.3 and shall include the discussion of the items requested by the RV Members on the agenda for such meeting. However, a vote of the RV Members shall not be placed on the agenda unless vote or consent of the RV Members on that issue is expressly authorized or required by the Declaration, or these Bylaws.

3.3 Notice of Meetings. The **Secretary** or other officer of the Club shall provide each RV Member with notice of each annual and special Club meeting, not less than fourteen (14) nor more than fifty (50) days in advance of the meeting. The notice shall state the place, date, and time of the meeting (including instructions on how to attend a meeting if the meeting is to be by phone or video conference), the purpose of the meeting if it is a special meeting, and the items on the agenda to be voted on by the RV Members, including the text of any proposed Declaration or Bylaw amendment, budget and Assessment revisions, and any proposal to remove a Director. Notices of Club meetings may be hand-delivered, sent by U.S. mail or other private mail carrier, or by email or other electronic means, provided that the RV Member to whom electronic notice is given has previously consented, in writing, to receipt of electronically transmitted notices. Notice that is hand-delivered is effective upon delivery. Notice that is mailed is effective when actually received or, if earlier, five (5) days after deposited, provided the notice was properly addressed and any postage or delivery fee pre-paid. Electronic notice shall be deemed delivered upon transmission of the notice to the RV Member's email address contained in the Club's member register at the time of providing the notice.

3.4 Member Voting List. After fixing a record date for a Club meeting, the Club shall prepare an alphabetical list of the RV Members that identifies: a) the RV Member's voting representative; b) the RV Member's address, unless the RV Member has advised the Club that it is a participant in the address confidentiality program described in Chapter 40.24 RCW or any similar law; and c) the number of votes each voting representative is entitled to cast at that meeting, which shall either be one (1) vote if the RV Member is a Member in Good Standing at the time the notice is given, or zero (0) votes if the Member is not in Good Standing at that time. This list is considered a Club Record.

3.5 Attendance. RV Members may attend Club meetings in person or, if arranged by the Board, by phone conference, video conference, or other similar remote communication method that allows RV Members to participate in discussion and voting in real time. Attendance by any one of these methods shall constitute "attendance in person" at a meeting. RV Members may also participate in a Club meeting by proxy as described in Section 3.6 of these Bylaws. RV Members attending in person or by proxy shall be counted towards the quorum requirement described in Section 3.7 of these Bylaws. Attendance at the meeting constitutes a waiver of notice of the meeting unless, prior to or upon commencement of such meeting, the RV Member in attendance expressly disputes proper notice. Social Members may attend any Club meeting, but are not entitled to notice thereof.

3.6 **Proxies.** A proxy is a written authorization empowering another person to vote or act for the person giving the proxy (the principal). The person to whom the proxy is given is also known as the proxy or proxy holder. Valid proxies must be in writing and signed by the RV Member's voting representative as shown in the Club's current register. A proxy form is invalid if: a) it is not dated; b) it purports to be revocable without notice; (c) it has expired by its own terms; or (d) eleven (11) months have elapsed since the date of its execution, unless otherwise provided in the proxy form. An RV Member may revoke a proxy by providing written notice of revocation to the Club Secretary any time prior to the Club's reliance on the vote exercised by the proxy holder. Proxy forms may be "directed," identifying how the proxy holder shall cast the principal's vote, or "general," giving the proxy holder discretion on how and whether to cast the principal's vote. The Club may, but is not required to, provide a specific proxy form for any Club meeting.

3.7 **Quorum.** A quorum is the minimum percentage of RV Members that must be present at a properly called meeting in order to transact business, including, but not limited to, the election of Directors or any other vote of the RV Members. At any Member meeting, the attendance (in person, or by proxy) of RV Members holding at least twenty percent (20%) of the Total Voting Power shall constitute a quorum. Once a quorum is established, the Club may continue to do business until adjournment of that meeting, notwithstanding the withdrawal of RV Members leaving less than a quorum. If business cannot be conducted due to failure to obtain a quorum, the meeting may be adjourned by vote of a majority of the RV Members in attendance, to be reconvened at a later time and place announced at that meeting, which reconvened meeting may be held without further notice, and the business on the original agenda may be conducted if there is a quorum at the reconvened meeting. A quorum is not necessary for an informational or social meeting where voting required by the NPCA, the Declaration, or these Bylaws is not conducted.

3.8 **Voting at a Meeting.** No vote taken at a meeting shall be effective unless a quorum of RV Members is in attendance at the meeting in person or by proxy. Voting at a meeting may be by any method proposed by the Board that is reasonably calculated to accurately determine the number or percentage of votes in favor of any particular proposal, including, but not limited to, a show of hands, submission of written ballots, or voting by electronic means, provided all votes are submitted at or during the meeting. The Voting Representative for each Site may cast one (1) vote for each Site Leased, but if the Voting Representative is not in attendance at the meeting, the vote may only be cast in accordance with the agreement of the majority of the RV Members present and associated with a Site, provided that majority agreement may be presumed if any one of the RV Members casts the vote associated with the Site and no objection is made by any other RV Member associated with that Site. Unless otherwise required by the NPCA, the Declaration, or these Bylaws, the approval of RV Members holding a majority of the votes of those present at the meeting (in person, by proxy) shall constitute approval of the issue. Votes shall be tallied at the meeting or up to forty-eight (48) hours after the meeting. The Board shall promptly notify the RV Members of the results of any vote.

3.9 **Club Meeting Minutes.** The Club Secretary or agent designated thereby shall keep minutes of all Club meetings. Club meeting minutes shall include the following: (a) the date, time, and place (or virtual location) of the meeting; (b) proof of proper notice of the meeting; (c) determination of quorum if a quorum is required; (d) approval of the minutes of the previous Club meeting; and (e) the method and result of any vote of the RV Members required by the NPCA, the Declaration or these Bylaws and included in the meeting notice. The minutes may include a record of advisory votes or general topics of discussion, but need not include notes of discussions. Club meeting minutes shall be kept in perpetuity and are considered Club Records. Proposed minutes shall be made available to all RV Members prior to the next Club meeting.

ARTICLE 4 ALTERNATE VOTING PROCEDURES

4.1 **Notice.** Notice of the intent to vote without a meeting by ballot shall be provided and deemed delivered in the same manner as notice of a Club meeting. The notice shall include: (a) The initial deadline (date and time) by which a ballot must be submitted to be counted, which shall not be fewer than twenty (20) days after the date the notice was sent, and which may be extended in accordance with Section 4.4; (b) the percent or number of votes necessary to meet the quorum requirement; and (c) the percent or number of votes necessary to approve each matter to be voted on (other than election of directors). In addition, if the vote is to approve an amendment of the Articles, Declaration, or Bylaws, then the text of the proposed amendment shall be included with the notice. Notice of a vote outside of a meeting shall be accompanied by a ballot as described in Section 4.2.

4.2 **Ballots.** Voting outside of a meeting may be conducted through use of written or electronic ballots as described herein.

4.2.1 *Written Ballot.* Written ballots shall contain a statement of the proposed matters to be voted upon by the RV Members and shall provide an opportunity for each RV Member to vote for or against the proposed matters. To ensure authenticity, written ballots shall contain the name of the RV Member's Voting Representative, the number of the Site Leased by the RV Member, the Voting Representative's signature, and the date the ballot was signed. Written ballots may be returned to the Club or any designated agent thereof by any method specifically designated in the notice of such vote or on the ballot itself, including, but not limited to, mailing, shipping, hand delivery to a designated agent of the Club, deposit in one or more ballot boxes located on Club property, facsimile to a phone number provided in the notice, email of a scanned or photographed copy of the consent or ballot to an email address provided in the notice, or any similar method.

4.2.2 *Electronic Ballot.* Votes may be conducted or registered electronically, provided: (a) RV Members are given clear instructions on how to vote; (b) the voting platform (website, app, software program or the like) requires the RV Member to provide or confirm the name of the Voting Representative; the

number of the Site Leased by the RV Member, the date the vote was registered, and some indicia of authenticity for each RV Member's vote, such as an electronic signature or unique voting code; and (c) each vote, demonstrating compliance with all of the conditions above, can be reproduced in a tangible medium by both the sender and the receiver.

4.3 Quorum for Voting Outside of a Meeting. For approval of any matter outside of a meeting, votes must be returned in sufficient quantity to constitute a quorum for a Club meeting.

4.4 Deadline Extension. If the quorum requirement has not been met by the initial voting deadline or sufficient votes have not been received for approval of the proposed action, the Board may, in its discretion, extend the voting deadline for additional periods of time, provided that the initial deadline shall not be extended by more than eleven (11) months. The Board shall promptly provide all RV Members with notice of any deadline extension. Votes received after the last deadline shall not be effective.

4.5 Results. Unless the NPCA, the Declaration, or these Bylaws require otherwise, the proposed action shall be approved if a quorum of RV Members in Good Standing participated by voting, and at least a majority of those participating RV Members voted approve the action. The Association shall provide the results of the vote to the RV Members within a reasonable time after the final deadline. A record of the vote, including the ballots or a report of the person or persons appointed to tabulate such ballots shall be kept with the Club meeting minutes.

4.6 Additional Provisions for Election of Directors. Election of directors may occur at or during a Club meeting as provided in Section 3.8, or otherwise as provided in Sections 4.1 through 4.4. The following provisions shall also apply to election of Directors:

4.6.1 Nominations. In the case of the election of Directors, the Board shall determine the number of Director positions to be filled and the terms thereof, and shall provide all RV Members with a request for nominations, along with a method and deadline for submission of names of nominees, which shall not be less than twenty (20) days from the date of the request. If Directors are to be elected at or during a Club meeting, the request for nominations may accompany the notice of meeting and the deadline may be the date of the meeting. RV Members may nominate as many RV Members as there are available Director positions and may nominate themselves. Within a reasonable time after the deadline for submission of nominations, the Board shall confirm the eligibility and willingness of the nominees to serve. RV Members who nominate themselves are automatically considered willing to serve.

4.6.2 Additional Provisions for Notice of Election of Directors Without a Meeting. In addition to the information required by Section 4.1, if Directors are to

be elected outside of a meeting, the notice of intent to elect directors outside of a meeting shall state the number of Director positions available, the names of the eligible nominees, and have space for a write-in vote. The notice shall state the method(s) and deadline by which votes must be submitted, which shall be at least twenty (20) days after the date of the notice of intent to vote

4.6.3 *Results.* The nominees with the most votes as determined at the meeting, or on the first deadline for return of ballots after a quorum has been established, shall fill the Director positions. Votes received after the final deadline shall not be effective. The Board shall promptly provide all RV Members with the results of the election.

ARTICLE 5 BOARD OF DIRECTORS

5.1 **Number & Qualifications.** The affairs and property of the Club shall be managed exclusively by the Board of Directors. The Board shall be composed of five (5) Directors, all of whom shall be either individual RV Members or the Voting Representatives of corporate or other entity RV Members. Only RV Members in Good Standing are qualified to be elected as Directors. RV Members who have served on the Board for more than five (5) consecutive years prior to an election are not eligible for election that year, but shall be eligible to serve at the next annual election.

5.2 **Election & Terms.** Regular election of Directors shall occur either at the annual meeting or prior to the annual meeting by alternative means as provided for in ARTICLE 4. Directors shall take office upon election. Director terms shall be approximately two (2) years, running from the date of the Director's election to the election of a successor approximately two (2) years later. The terms of the Directors shall be staggered so that fewer than all Directors are elected each year. The Board shall have the power to vary Director terms to ensure the terms are staggered, provided that such power shall not be exercised in a manner that would shorten the term for any Director elected by the RV Members without that Director's consent.

5.3 **Powers and Duties.** The Board shall have the powers and duties provided for in the NPCA, and the Governing Documents, as may be qualified therein. The Board may, at its reasonable discretion, delegate administrative and other tasks to a Manager or other agent of the Club.

5.4 **Standard of Care.** Each Director shall perform her duties in good faith, with the care of an ordinary person in a like position would exercise under similar circumstances, and in a manner the Director believes to be in the best interests of the Club.

5.5 **Compensation.** Directors shall receive no compensation for their services as Directors, except that Directors may be reimbursed for actual expenses incurred because of their position.

5.6 **Vacancies.** Vacancies on the Board for any reason other than removal of a Director by the RV Members pursuant to Section 5.7, may be filled by the affirmative vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Alternatively, by the affirmative vote of the majority of the remaining Directors, the Board may choose to fill such vacancies by election of the RV Members at a special meeting of the Club called for that purpose or by alternate voting method as provided in ARTICLE 4. Directors appointed or elected to fill a vacancy under this Section shall serve for the balance of their predecessors' terms.

5.7 **Removal of Directors.** Directors may only be removed from the Board, with or without cause, pursuant to a vote of the RV Members in accordance with the procedures of this Section. To remove a Director, the President may call a special meeting of the Club for that purpose or add the issue to the notice and agenda for any Club meeting. In addition, RV Members holding at least twenty percent (20%) of the Total Voting Power in the Club may demand that a special meeting be called for the purpose of voting to remove one or more Directors. Upon such demand, the **Secretary** shall properly provide notice of the Club meeting, which notice or accompanying agenda shall contain the proposal to remove the Director(s) by name. Any Director whose removal has been proposed shall be given an opportunity to be heard at that meeting. If, at that meeting, a quorum is established and RV Members holding a majority of the voting power of RV Members in attendance (in person or by proxy) at that meeting vote in favor of removal, the Director shall be removed. If all Directors are removed, the meeting may nonetheless continue for the purposes of conducting an immediate election to fill vacancies and to adjourn the meeting. If not all Directors have been removed, a vacancy due to removal shall be filled by election by the RV Members, either during the same meeting immediately after removal (provided notice of the potential for an election is contained in the removal meeting notice), or within sixty (60) days following the meeting at which the Director was removed if the election was not included in the notice. Directors elected to fill vacancies under this Section shall serve the balance of their predecessors' terms.

5.8 **Board Meetings.** The first organizational meeting of a newly constituted Board shall be held within ten (10) days of date the Director election results are determined. Regular meetings of the Board shall be held at such date, place, and time as the Board from time to time may specify, provided that at least one (1) regular meeting shall be held during the calendar year. Special meetings of the Board may be called by the President of the Club or the Board, and may be held at such date, place, and time as the notice may specify. Regular or special meetings of the Board may be held by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, which shall constitute attendance at a meeting. Proxies are not effective for Board meetings. The decision of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board and shall determine the acts of the Board.

5.9 Notice of Board Meetings. No additional notice of regular Board meetings need be given if the place, day, and time thereof shall have been fixed by resolution of the Board and a copy of such resolution mailed to every Director at least three (3) days before the first meeting held pursuant thereto. Notice of the date, place, and time of all other meetings of the Board shall be given to each Director by mail, personal delivery, telecopy, email, or by personal communication over the telephone or otherwise, at least three (3) days prior to the time the meeting is to be held. Notice of any Board meeting may be waived in writing by any Director at any time, including after the meeting. Attendance of a Director at any Board meeting shall constitute waiver of notice unless a Director expressly challenges the notice when the meeting begins. If all Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at the meeting.

5.10 Quorum for a Board Meeting. At all meetings of the Board, a majority of the Directors shall constitute a quorum for purposes of transacting business. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting and make a good faith effort to timely notify the absent Directors of the date, time, and place of the adjourned meeting. At resumption of the adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice, provided a quorum has been established at the reconvened meeting.

5.11 Open Meetings & Executive Session. RV Members shall be allowed to attend any meeting of the Board, but RV Members may only participate in the meeting with the consent of the Board. However, upon the motion of any Director, the Board may go into executive session outside of the presence or hearing of any other attendees to discuss matters subject to any legally cognizable privilege (including the attorney-client privilege), to consider personnel matters, to comply with contractual or statutory confidentiality requirements, or to protect the privacy interests of its RV Members or other persons, including matters involving possible violations of the Governing Documents, possible liability of a Member to the Club or other likely or pending litigation, which discussions may include, but not be limited to, discussions of contract negotiations that reveal proprietary or confidential information, employee discipline issues, or discussions regarding delinquencies or enforcement actions that identify the persons involved. Any act of the Board shall be stated in the open meeting after the executive session is adjourned and any vote to be taken shall be taken in the reconvened meeting, and such actions or votes shall be reflected in the minutes of the Board meeting.

5.12 Rules of Procedure. The Board of Directors may adopt rules of procedure to govern any Board meeting to the extent not inconsistent with the NPCA or the Governing Documents.

5.13 Board Action Without a Meeting. The Board of Directors may take any authorized action without a meeting if a consent in writing setting forth the action so taken

shall be signed by all the Directors. Such consent shall have the same effect as a unanimous vote. Any such actions shall be documented and kept with the Board meeting minutes.

ARTICLE 6 OFFICERS

6.1 **Designation.** The principal officers of the Club shall be a President, a Vice President, a Secretary, and a Treasurer. Two (2) or more offices may be held by the same Director, except that a Director may not hold the offices of President and Secretary simultaneously.

6.2 **Election of Officers.** The Officers of the Club shall be elected annually by and from the Directors at the first Board meeting after the election of new Directors.

6.3 **Removal of Officers.** At any regular meeting of the Board, or at any special meeting of the Board called for such purpose, any Officer may be removed whenever, in the judgment of Board, the interest of the Club will be served thereby. Upon removal, a successor shall be elected upon the affirmative vote of a majority of the Directors. Removal of an Officer does not constitute removal of a Director, which may only be accomplished in accordance with Section 5.7.

6.4 **President.** The President shall preside at all meetings of the Club and of the Board in accordance with any rules of procedure adopted by the Board or any reasonable procedures established by the President for the particular meeting, including calling the meeting to order, managing discussion of agenda items, announcing when the polls close for each matter voted upon, and generally enforcing order and decorum during the meeting. The President shall have all powers and duties usually vested in the office of the President, and shall have and perform such other duties as may be prescribed by the Board.

6.5 **Vice President.** The Vice President shall perform the duties of the President when the President is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

6.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and of the Club and shall have responsibility for the Club Records other than financial records kept by the Treasurer. The Secretary shall also perform such other duties as may be prescribed by the Board.

6.7 **Treasurer.** The Treasurer shall have responsibility for Club funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Club. The Treasurer shall also perform such other duties as may be prescribed by the Board.

6.8 **Agents & Assistants.** The Board may delegate duties of one (1) or more Officers to other Officers of the Club, advisory committees, agents, or other persons employed to assist the Board or the officers, such as a Manager, provided such delegation is

not inconsistent with the NPCA, the Declaration, these Bylaws, and any Rules promulgated pursuant thereto. The delegation of such duties to others shall not relieve the Board of its ultimate responsibility for the administration and management of the Club, however.

ARTICLE 7 COMMITTEES

7.1 Committees of the Board. The Board may, by resolution, create “committees of the Board” to assist in carrying out the duties of the Board, and may appoint any number of persons to such committees, provided that at least two (2) Directors shall serve on the committee, and further provided that only the Director members are entitled to vote. However, the Director members are encouraged to vote in accordance with the will of the majority of the committee members. Committees of the Board shall have and exercise the authority of the Board in the management of the Club to the extent provided in the resolution establishing the committee. The appointment of committees of the Board shall not relieve the Board of its ultimate responsibility for the administration and management of the Club. The Board may add or remove persons from committees of the Board from time to time at its discretion. The Landscape and Architectural Review Committee is established by the Declaration as a committee of the Board.

7.2 Advisory Committees. The Board may, by resolution, create advisory committees to assist the Board in carrying out its duties, and may appoint any number of persons to such committees. Advisory committees may not exercise the authority of the Board in the management of the Club. The Board may add or remove persons from such committees from time to time at its discretion. The Club typically employs a document review committee, finance committee, long-range planning committee, a website committee, an activities committee, the “Green Team” environmental committee, pet committee, and safety committee.

ARTICLE 8 CLUB RECORDS

8.1 Financial Records and Audit. The Club shall keep financial records sufficient to enable the Club to fully declare to each Member a true and accurate statement of its financial status. At least annually, the Club shall prepare, or cause to be prepared, a financial statement of the Club in accordance with generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a Member, but such requirement may be waived if RV Members holding at least sixty-seven percent (67%) of voting power represented at a meeting of the Club at which a quorum is present, vote to waive the audit requirement for the year.

8.2 Additional Club Records. The Club is required to retain the following Club Records: (a) The current Governing Documents; (b) The current membership roster required by Section 2.4; (c) A list of the current Directors and Officers of the Club, including addresses; (d) Any voting lists prepared pursuant to Section 3.4; (e) The current annual budget and any special or supplemental budgets ratified by the RV Members in accordance

with the Declaration; (f) Approved minutes of all Board meetings and actions pursuant to unanimous written authority of all Directors; (g) Approved minutes of all Club meetings; (h) The last six years' of financial records required by Section 8.1 and the Club's tax returns for the last seven years; (i) Final, fully executed and operative contracts to which the Club is a party; (j) Club insurance policies; (k) All communications in the form of a record to Members generally within the past six years; and (l) The Club's most recent annual report delivered to the Secretary of State.

8.3 Member Inspection Rights. Members shall have the right to inspect and copy all Club Records unless and to the extent such Club Records are exempt from disclosure as provided in Section 8.4. Members wishing to review Club Records shall submit a written request to the Club at least five (5) days prior to the proposed date of review that contains the following information: (a) The name, phone number, and address of the Member requesting review; (b) The purpose for the review, which must be reasonably related to membership purposes and not for any commercial purposes; (c) A description of the Club Records sought to be reviewed with sufficient detail to enable the Club to identify and provide the records for review within the requested time; and (d) The specific date and time proposed for such review within the Club's usual operating hours.

8.4 Voting Rosters. The voting roster prepared pursuant to Section 3.4 shall be made available for inspection by any Member, beginning two (2) business days after notice of the Club meeting is given for which the list was prepared and continuing through the meeting, at the Club's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member or the Member's agent, on demand in the form of a record, may inspect and, subject to the requirements of RCW 24.03A.215(4), copy such list, during regular business hours and at the Member's expense, during the period it is available for inspection, only if (a) the Member's demand is made in good faith and for a proper purpose; (b) the Member describes with reasonable particularity the purpose and the records the Member desires to inspect; (c) the Member agrees in the form of a record to reasonable restrictions required by the Board on the use or distribution of the records; and (d) the records are directly connected with this purpose.

8.5 Club Records Exempt from Disclosure. Unless required to produce such records pursuant to a court order, the Club may withhold the following records to the extent that they contain information that is protected from disclosure based on recognized legal privileges, confidential proprietary information, or privacy interests of its members, including, but not necessarily limited to, the following: (a) Personnel and medical records relating to specific individuals, except that the fact of employment and total compensation shall not be withheld; (b) Draft or proposed contracts, leases, bids, or other records of commercial transactions that are currently being negotiated; (c) Proprietary information of vendors, contractors and suppliers, to the extent that the vendor, contractor or supplier has identified such information as proprietary, except that this exception shall not apply to executed contracts; (d) Records subject to the attorney-client privilege or attorney work product doctrine, including communications with the managing agent or other agent of the

association; (e) Records that are prohibited from being disclosed under the Federal Fair Debt Collections Act or other laws relating to consumer debt, including notices of delinquencies and the specific amount owed by a Member identified by name, except that the fact of a Member's delinquency and the total amount of uncollected Assessments shall not be withheld; (f) Records of executive sessions of the Board; (g) Individual Member files other than those of the requesting Member; (h) Member phone numbers or addresses if the Member is known to the Club to be a participant in the address confidentiality program described in Chapter 40.24 RCW; (i) Security access information provided to the Club for emergency purposes; (j) Any other records prohibited from being disclosed by law or upon the advice of the Club's counsel; and (k) Any other records that, in the reasonable judgment of the Board, or on the advice of counsel, should be withheld from disclosure due to reasonable privacy, security, or safety concerns. If any Club Records are withheld on the basis of any of these exemptions, the Club shall indicate that potentially responsive Club Records have been withheld and shall identify the reason therefore.

8.6 Costs Associated with Review of Club Records. The Club may charge a reasonable Fee for the time taken to prepare the Club Records for review, for supervising the Member's inspection and for any copies requested by the Member and may require the Member to pay an estimate of the Fee prior to review.

ARTICLE 9 BYLAW AMENDMENTS

9.1 Procedure. Amendments to these Bylaws may be proposed by the Board, or upon the written request of RV Members holding not less than twenty percent (20%) of the Total Voting Power in the Club. Voting to approve the amendment shall be conducted at a meeting in accordance with Section 3.8 or by alternate voting procedure in accordance with ARTICLE 4. An amendment to these Bylaws shall be approved if RV Members holding at least a majority of the Total Voting Power in the Club vote in favor of the amendment.

9.2 Execution. Amendments to these Bylaws shall be executed by the President of the Club and attested by the Secretary or other officer of the Club.

9.3 Effective Date for Amendments. Amendments to the Bylaws shall take effect on the later of the date of approval as provided in Section 9.1, or the date expressly stated in the amendment.

9.4 Effective Date. These Amended & Restated Bylaws shall be effective as of the date of the recording of the Amended & Restated Declaration.