

TREASURER'S USE ONLY

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Sunlight Waters Country Club Inc.

150 Clubhouse Dr.  
Clatskanie, WA, 98922

**Kittitas County Auditor/Recorder's Indexing Form**

**Please Print Or Type All Information in Black Ink**

A. **Document Titles (or transactions contained therein):**  
1 Sunlight Waters Country Club Inc. Bylaws  
2 \_\_\_\_\_

B. **Grantor (last name, first name, middle initial):**  
1 Sunlight Waters Country Club Inc  
2 \_\_\_\_\_  
Additional grantors on page \_\_\_\_\_ of document.

C. **Grantee (last name, first name, middle initial):**  
1 \_\_\_\_\_  
2 \_\_\_\_\_  
Additional grantees on page \_\_\_\_\_ of document.

D. **Legal description (lot, block, plat or section, township, range):**  
\_\_\_\_\_  
Additional legal description on page \_\_\_\_\_ of document.

E. **Assessor's property tax parcel/account number(s):**  
\_\_\_\_\_

F. **Reference numbers of documents assigned or released:**  
# 350331  
Additional references on page \_\_\_\_\_ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

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# Sunlight Waters Country Club, Inc. Bylaws

## ARTICLE I

### Purposes

1.1. **General Purpose.** The Corporation shall be conducted as a non-profit, social, and maintenance organization for the purpose set forth in Article II of the Articles of Incorporation.

1.2. **Amendment to Purpose.** The purposes for which this Corporation has been created may be altered, modified, enlarged or diminished by amending the Articles of Incorporation by the vote of two thirds of those Members in good standing, pursuant to RCW 24.03.165. This voting shall occur in person or by proxy at an Annual Meeting or at any Special Meeting duly called for that purpose.

## ARTICLE II

### Membership

2.1. **Membership Defined.** The Membership of the Corporation shall consist of, and be limited to, the Owners of a lot in the area described in the Plat of Sunlight Waters Country Club, Inc., recorded at Volume 4 of Plats pages 66 and 67 in the Office of the County Auditor of Kittitas County, Washington. The privileges and facilities of the Club shall extend to guests under such rules and regulations as the Board of Trustees may prescribe. "Member" and "Owner" shall have the same meaning.

2.2. **Transfer of Membership.** Membership shall be inseparable, appurtenant to the lots owned by the Members, and upon the transfer of ownership, the Membership appurtenant thereto shall be deemed to be transferred to the grantee. No Membership may be conveyed or transferred in any other way. In the event of the death of a Member, his Membership shall pass in the same manner and to the same person(s) as does the real property itself. No Membership shall be forfeited nor any Member be expelled except for non-payment of dues, and no Member may withdraw except upon the transfer of title to the lot to which his/her Membership is appurtenant. No Member whose Membership is transferred shall be entitled to share or participate in any of the property or assets of the Corporation.

2.2.1. **Notice of Transfer of Membership.** The Owner of a lot shall notify the Secretary or Managing Agent within five business days upon the transfer of Ownership. The notice shall include the name of the new Owner and may include the new Owner's contact information, if available. Within five business days upon the transfer of Ownership, any new Owner shall notify the Secretary or Managing Agent of the new Owner's designated mailing address and phone number.

## ARTICLE III

### Meetings

3.1. **Annual Meetings.** A meeting of the Corporation must be held at least once each year. Annual meetings of the Members of the Corporation shall be held at the principal place of business of the Corporation, or at such other places as the Board of Trustees may elect, on

the third weekend in May at Two O'clock P.M. At such meeting the Members shall transact business as may properly come before them.

**3.1.1. Meeting Notice.** Not less than fourteen nor more than sixty days in advance of any meeting of the Corporation, the Secretary or Managing Agent shall provide written notice to the mailing address of record:

**3.1.1.1.** Hand-delivery to the mailing address of the owner or other address designated in writing by the owner;

**3.1.1.2.** 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

**3.1.1.3.** 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 Managing Agent 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 Managing Agent. Consent is deemed revoked if the Secretary or Managing Agent is unable to electronically transmit two consecutive notices given in accordance with the consent.

**3.1.2. Contents of the Notice.** The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the Board for a vote by the Owners, including the general nature of any proposed amendment to the Articles of Incorporation, Declaration, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, any proposal to remove a Trustee, and any openings on the Board of Trustees to be voted on along with any Members who are being considered for election.

**3.2. Special Meetings.** Special meetings of the Members of the Corporation may be called at any time by the President, a majority of the Board of Trustees, or by the Secretary upon written receipt of request thereof, signed by Members owning at least ten percent of the lots. Notice shall be given by the Secretary or Managing Agent, to all Members in the same manner as notice given for the Annual Meeting.

**3.2.1. Meetings for the Purpose of Dissolution.** Should there be a desire to dissolve the Corporation, a written request, signed by no less than 33%(percent) of the lots owners, would be required to petition the Secretary for such a Special Meeting as outlined in Section3.2. In lieu of 33% (percent) minimum signature requirement, those desiring to dissolve may post a Bond of no less than \$3,000.00 (Three thousand dollars), payable to Sunlight Waters Country Club, Inc. In the event they are unsuccessful in obtaining a favorable vote to dissolve the Corporation, the Corporation, for the full amount of the Bond, would redeem the Bond. In the event of a successful, favorable vote to dissolve, those posting the Bond may reclaim their Bond. If the Corporation dissolves, all assets go to the county for park and recreational purposes in accordance with Article 7 of the Articles of Incorporation.

**3.3. Quorum.** At any meeting of the Members of the Corporation where Members holding 20 votes of the Corporation are present, in person, or by proxy, shall constitute a quorum. In the absence of a quorum, any meeting of the Members may be adjourned by vote of a majority of those present. A majority of the votes of the Members constituting a quorum shall be sufficient to transact business unless a greater number of votes if required by law, the

Articles of Incorporation, the Declaration, or these Bylaws with respect to some specified action. The Secretary shall record the names of those present at all meetings.

**3.4. Voting.** The current number of lots represents the total voting power. Members shall be entitled to cast one vote per lot owned, but no more than one vote shall be cast per lot regardless of the number of Owners thereof. The vote for any lot owned by a single martial community may be cast by either spouse without presentation of authority from the other. The vote for any other lot owned by more than one person under some other form of joint or several Ownerships may be cast by any one of such persons upon presentation of written authority by proxy from them in their absence.

**3.4.1. Member in Good Standing.** In order to vote or be elected to the Board, a Member must be in good standing. To be a Member in Good Standing, all assessments must be paid on or before March 31st of each year, following the meeting at which they have been fixed. Members must pay their annual dues in person, or the dues must be postmarked to the accounting office, no later than March 31st to assure the registration of their vote for the annual business meeting. Any member that is current on a payment plan on or before March 31st is considered to be in good standing. Any disputes regarding payments of outstanding balances must be resolved by April 30th. No payments will be registered, or accounts modified between April 30th and the Monday after the Annual Meeting.

**3.4.1.1.** A list of Members in Good Standing will be provided to the Board by the accounting office no later than one week prior to the scheduled Annual Meeting.

**3.4.1.2.** In the case of a Special Meeting, no payments will be registered, or accounts modified between the fifth business day prior to the meeting date and first business day after the meeting date.

**3.4.1.3.** The only voter registration to occur on the day of any Membership meeting is the qualifying of proxy votes.

**3.5 Methods of Voting.** Votes may be cast in the following manner:

**3.5.1. In Person.** Votes may be cast in person at a meeting.

**3.5.2. By Proxy.** Votes may be cast by proxy. Proxies shall be in writing. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance. Both the proxy grantor and the proxy holder must qualify as members in Good Standing.

**3.5.3. By Ballot.** By hand delivering or mailing a written ballot to the Secretary or Managing Agent prior to the deadline stated on the ballot.

**3.5.4. By Electronic Ballot.** Using such technologies, the Corporation and/or the Board may supply and/or approve for a specific vote.

**3.6. Procedure.** All meetings shall be conducted and minutes recorded in accordance with "Robert's Rules of Order".

## ARTICLE IV

### Trustees

**4.1. Number.** The Corporate powers of this Corporation shall be vested in and exercised by or under the Officers and Board of Trustees. The number of Trustees who shall manage the affairs of the Corporation shall be nine.

**4.1.1.** At any Annual or Special Meeting of the Members duly called for that purpose, the Members may increase or decrease the number of Trustees to not more than nine or less than three. The vote to decrease the number of Trustees must not cause a Member to lose his or her seat on the Board.

**4.1.2. Trustee's seat.** Each trustee seat on the board shall be sequentially numbered. Each odd numbered seat's term shall expire each odd year. Each even numbered seat's term shall expire each even year.

**4.2. Election and Term of Office.** The Trustees shall be elected at each Annual Meeting to serve until the term of their seat expires and a successor is duly elected and qualified to fill each seat whose term has expired. Each Trustee shall be a Member in Good Standing under Section 3.4.1. Only one Owner per household, dwelling, and/or property owned may serve as a Trustee on the Board at any given time.

**4.2.1 Vacancies filled by the board.** Any Trustee selected to fill a vacancy by the board must be confirmed to the seat at the next Annual meeting by the Members, or the seat must be otherwise filled or eliminated.

**4.2.2. Quorum.** A quorum for a meeting of the board of trustees shall consist of a majority of the Trustees.

**4.3. Removal.** Any Trustee may be removed with cause by a Majority of all other Trustees at any regular board meeting or special board meeting called for such a purpose. A successor may then and there be elected to fill the vacancy created, provided that notice of the proposed removal is included in the notice of the meeting.

**4.3.1.** In the event a Trustee can no longer qualify as a Member, he/she shall automatically cease to be a Trustee and his office shall become vacant without the necessity of any action by the Board. The vacancy shall be recorded in the Minutes of the next Board meeting. Any vacancy occurring in the Board of Trustees shall be filled by appointment by a majority of the remaining Trustees, at the Board's discretion.

#### **4.4. Meetings of the Board.**

**4.4.1. Regular Meetings.** The Board of Trustees shall meet no less than six times during the year, at such time and place as determined by the Board.

**4.4.2. Special Meetings.** Special meetings of the Board may be called at any time by the Secretary, the President, or a majority of the Board.

**4.4.3. Notice of Board Meetings.** The Secretary or Managing Agent shall give each Trustee notice personally, verbally by mail or telephone, or electronic transmission of all Regular and Special Meetings sufficient to enable such Trustees to attend and, in any case, at least one day in advance. A written Waiver of Notice, signed by the Trustee, whether before or after the times fixed in the required notice, or the presence of the Trustee at the meeting without formal objection on the grounds of want of notice, shall be deemed the equivocation

of the required notice for all purposes. The Secretary or Managing Agent shall post a notice of all Board meetings in the club house, and in any other method to provided sufficient notice to Owners as determined by the Board.

**4.4.4. Open Meetings and Executive Sessions.** Any Member or their authorized agents may attend any meeting of the Board, but shall not be entitled to participate. Upon the affirmative vote in open meeting to assemble in closed session, the Board may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the association, and matters involving the possible liability of an Owner to the Corporation. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The board of directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the board, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The Corporation shall not be required the disclose information in violation of law or which is otherwise exempt from disclosure.

**4.4.5. Voting.** At all Board meetings, all Officers and Trustees except the President may vote. The President may be called on to vote only in the event of a tie vote.

**4.4.6. Minutes.** The Board shall keep minutes of all actions taken by the Board, which shall be available to all Members.

**4.5. Compensation.** Members of the Board of Trustees shall receive no compensation for their services to the Corporation, but shall be reimbursed by it for such reasonable expenses as they may necessarily incur in pursuance of the business of the Corporation.

**4.6. Absence.** If any Member of the Board of Trustees is absent from two consecutive Board meetings without notifying the President or Secretary, stating his reasons thereof, and if the Board does not excuse the absence, a majority of the Board may declare his/her office and seat on the Board vacant, and the Board may fill the vacancy by a majority vote.

## ARTICLE V

### Powers and Duties of Trustees

**5.1. Powers and Duties Enumerated.** All the business and affairs of the Corporation shall be controlled by the Board of Trustees. The Board of Trustees, acting on behalf of the Corporation, shall exercise the powers enumerated in RCW 64.38.020. Without prejudice to such general powers and subject to the limitations in RCW 64.38.025, the Trustees shall have the following powers and duties in addition to those enumerated in RCW 64.38.020:

**5.1.1.** To elect and remove all the other Trustees, Agents and Employees of the Corporation in their failure to fulfill their duties; prescribe such powers and duties for them as may be consistent with the laws of Washington, the Articles of Incorporation and these Bylaws, and require from them security for faithful performance.

**5.1.2.** To cause to keep complete records of all Minutes and acts and to present a full statement to the regular Annual Meeting of the Members, showing in detail the condition of the affairs of the Corporation.

**5.1.3.** To adopt ratification of the budget under RCW 64.38.025, and propose the annual dues of the Members of the Corporation as provided in Section 2 and Article 3 of the Declaration, and as provided elsewhere in the Bylaws, upon the approval of the membership.

**5.1.4.** To do whatever may be necessary and proper for the enforcement of the provisions of the Declarations of Covenants and Restrictions described in Section 4, Article V, pursuant to Section 4, Article V or the aforesaid Declarations.

**5.2. Delegation of Powers and Duties.** Trustees or Officers may delegate to a Managing Agent, Committee, or other person within the Board's discretion, any powers and duties granted to the Board. A Managing Agent may be employed to manage the daily operations of the Corporation, and the Managing Agent shall be accountable to the Board of Trustees.

**5.2.1. Committees.** The Board, by resolution adopted by a majority of the Board, may designate and appoint one or more committees each of which may consist of one or more Trustees. No committee shall have the authority of the Board in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any Member of any such committee or any Trustee or Officer of the Corporation; amending the Articles of Incorporation; or any other action inconsistent with RCW 24.03.115.

## **ARTICLE VI**

### **Officers**

**6.1. Designation.** The Membership of the Corporation, at its Annual Meeting, shall elect a President, Vice-President, Secretary, and Treasurer, who shall serve for a term of Two (2) Years and until their successors are duly elected and qualified. Only one Owner per lot may serve on the Board as an Officer or Trustee at any time.

**6.2. President.** The President shall act as Chairman at all meetings of the Members and preside at all meetings of the Board of Trustees. He or She shall sign as President, all contracts or instruments for the Corporation and perform such other duties as may be required of him or her by the Board of Trustees.

**6.3. Vice-President.** The Vice-President shall preside at all meetings in the case of the absence or disability of the President, assuming all duties of the President during such periods of absence and shall perform other duties as the Board of Trustees may require.

**6.4. Secretary.** The Secretary shall issue all notices for all meetings, shall keep Minutes of all meetings, shall keep the records of the Association, except those of the Treasurer, and shall perform all such other duties as are incidental to the office or as may be required by the Board of Trustees.

**6.5. Treasurer.** The Treasurer shall be responsible for the Corporations funds and shall be responsible for keeping full and accurate account receipts and disbursements of the Corporation. He or She shall disburse funds of the Corporation only under the direction of the Board of Trustees. He or She shall prepare and present to the Annual Meeting of the Members a full statement showing, in detail, the financial condition of the affairs of the Corporation.

**6.6. Concurrent Offices.** Any officer, other than the President, may occupy two offices concurrently if the Board so desires.

**6.7. Removal of Officers and Vacancies.** Any Officer may be suspended or removed by a majority vote of the Board. Any vacancy occurring in an elective office shall and any vacancy occurring in an appointive office may be filled by a majority vote of the Board.

## **ARTICLE VII**

### **Assessments**

**7.1. Assessment Defined.** "Assessment" used in these Bylaws, Declaration Section 3.2 and 3.3, and any other Governing Documents of the Corporation, means all sums chargeable to an Owner, including the yearly dues charged to an Owner's account resulting from ownership in a lot that is part of the Corporation.

**7.2. Authority.** For the purpose of financing the activities of the Corporation, lots within the jurisdiction of the Corporation shall be charged assessments at a rate as determined by the Corporation pursuant to RCW 64.38.020(2). **7.3. Budget.** The Board shall prepare and adopt a 2 year budget for the following 2 fiscal years.

**7.3.1 Budget Ratification.** Pursuant to RCW 64.38.025(3), within 30 days after adoption by the Board of any proposed regular or special budget of the Corporation, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Corporation are allocated reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

**7.4. Reserve Study.** The Corporation shall establish a reserve account and prepare and update an annual reserve study in accordance with RCW 64.38.065, unless the Corporation is exempt under RCW 64.38.090. **7.5. Annual Assessments.** After the budget ratification meeting, and no later than December 31st of each year, the Treasurer or Managing Agent shall cause a statement of annual assessments to be mailed to each Member at his or her address of record with the Secretary. The annual assessments shall be due and payable on or before March 31st of each year.

**7.5.1. Late Fees.** Pursuant to Section 8.5, On April 30th of each year, a late charge will be applied to each delinquent lot Owner in accordance with a fine policy adopted by the Board.

**7.6. Lien for Past Due Assessments.** Upon becoming delinquent, such dues shall constitute a lien upon the lot or lots against which they have been levied, and the Corporation may file, within 120 days after said delinquency, a statement of such charges and liens in the office of the County Auditor of Kittitas County, Washington. A release of such lien shall be filed by the Corporation upon payment, in full, of said dues. Said lien may be enforced by the Corporation, as may any lien upon real property under the law, and if said lien is foreclosed, the lot Owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the Corporation therein, all of which costs, disbursements and fees shall be secured by such lien. Members shall, nonetheless, have personal liability for dues. Persons becoming Members after the levy of dues, whether by accepting a deed to, or by executing a contract to purchase a lot to which unpaid dues are allocated, shall become personally obligated to pay



such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this section.

**7.7. Restrictions on Delinquent Owners' Use of Common Areas.** The Corporation may revoke any Members' not in Good Standing, or their tenants' or guests', right to use Common Areas, including the pool and club house. If a delinquent Owner's right to use Common Areas is revoked, the delinquent Owner may not use the common areas, even as a guest of another Member in Good Standing.

## **ARTICLE VIII**

### **Enforcement of Covenants**

**8.1. Violations.** The Association may enforce the Declaration, Bylaws, Rule or Regulation, Policy, or Resolution, or any other Governing Document of the Corporation. Failure to comply with any provision of the Governing Documents shall be grounds for legal relief.

**8.2. Fines.** The Board may impose and collect reasonable fines against Members' or their tenants' or guests' violations of the Governing documents in accordance with a fine schedule adopted by the Board of Trustees and published to Members, and after providing notice and an opportunity to be heard.

**8.2.1. Violation Notice.** A written notice of Violation shall be prepared and hand-delivered or mailed by registered or certified mail, to the Owner at his or her mailing address on record with the Corporation. The Notice of Violation shall include:

**8.2.1.1.** A statement, in reasonable detail, of the factual nature of any alleged violations, along with the Section number of any portion of the Governing Documents allegedly violated;

**8.2.1.2.** The nature of the action proposed to be taken against the Owner, including the dollar amount of any fine that could be imposed under the Schedule of Policies & Fines;

**8.2.1.3.** A date by which the Owner must mail or deliver a written Request for Hearing to the Association to contest the imposition of the proposed sanction (which date must be not less than 14 days following the delivery of the Notice of Violation) along with the address to which such request for hearing must be sent; and

**8.2.1.4.** A date that is not less than 30 days following the delivery of the Notice of Violation, upon which the sanction would be imposed in the event no hearing is requested by the Owner.

**8.3. Request for Hearing.** The Request for Hearing shall be made in writing, shall be signed by or on behalf of the Owner, and shall contain a brief statement of any reasons known to the Owner that the proposed sanction should not be imposed.

**8.3.1.** In the event that a hearing is requested by an Owner, no fine may be imposed until the requested hearing date. Upon receipt from an Owner of a Request for Hearing, a Notice of Hearing shall be prepared and hand-delivered, or mailed to such Owner by registered or certified mail. The Notice of Hearing shall include the location, date and time of the hearing.

**8.4. Hearing Procedure.** At the hearing, the President or his or her designee, shall preside. The hearing shall be conducted generally in accordance with the requirements for

Meetings of the Board. Any Officer or Trustee who feels that it would be impossible to be fair, objective and unbiased in the proceedings shall disqualify himself or herself prior to the commencement of the hearing. Both the Owner who is the subject of the hearing and the Association may be represented by counsel. Minutes shall be taken, and if requested by either the Association or the Owner in writing, the hearing shall be recorded.

**8.4.1. Failure to Appear.** In the event that the Owner fails to appear at the hearing, without a notice of an excuse deemed acceptable by the Board, the Board may find a violation and fine the Owner in accordance with the fine schedule adopted by the Board.

**8.4.2. Hearing Continuance.** In its discretion, the Board may continue the hearing at the request of either the Owner or any other affected party, for such reasonable period not to exceed thirty (30) days, or as may be deemed necessary.

**8.4.3. Decision.** The Board may issue its decision at the close of the hearing, or it may adjourn and render its decision within thirty (30) days following the date of the hearing or any continuation thereof. The decision shall be in writing and shall be dated and signed by the presiding Officer and filed among the minutes of the Board of Directors.

**8.4.4. Assurance of Voluntary Compliance.** The Board may, with or without holding a hearing and at any time prior to rendering its Decision, accept from the Owner an Assurance of Voluntary Compliance in lieu of further proceedings.

**8.5. Late Fees.** The Board may impose and collect reasonable late charges for unpaid fines and assessments after 30 days in accordance with any fine policy adopted by the Board of Trustees. The Corporation may charge interest at an annual rate of 12% on the unpaid balance.

**8.6 Failure to Enforce Not a Waiver.** The Failure of the Association, the Board or any Member to enforce any right, provision, covenant or any condition of the Governing Documents or law, shall not constitute a waiver of the right of the Association, Board, or Member to enforce such right, provision, covenant or condition in the future.

**8.7. Dispute Resolution.** In addition to the rights, remedies and procedures described herein, the Corporation may, institute, defend, or intervene in litigation, arbitration, or mediation proceedings in its own name on behalf of itself or two or more Members on matters affecting the Corporation, but not on behalf of Members involved in disputes that are not the responsibility of the Corporation. RCW 64.38.020(4) prohibits the Corporation from intervening/resolving disputes between two owners.

## **ARTICLE IX**

### **Lot/Membership Elimination**

**9.1. Intent.** The intent of this article is to provide for the disposition of any lot/Membership in accordance with our purpose as stated in our Articles of Incorporation, Article II; paragraphs numbered 5, 12; Article III; and Article VII. **9.2. Eligibility.** Any eligible lot must be within the recorded plat(s) of Sunlight Waters Country Club, Inc. (Past, Present or Future) all lots must be adjoining and must have been combined for at least one (1) year under county regulations for tax parcels. **9.3. Assessments.** All liens and assessments shall be paid in full, and the Owner(s) must be current on all lots involved in combination and elimination at time of application and ending processes. Any eligible lot(s) to be eliminated

must pay an additional ten-year advance annual assessments and other applicable monetary fees concurrent at the time of elimination.

**9.4. Effect.** The effected elimination lot(s) will no longer be inseparable and appurtenant to the existing Declaration, Articles of Incorporation, and Bylaws, as an individual lot Membership, but will be inclusive to the sustaining lot(s)/Memberships. All other lot(s)/Memberships remain inseparable and appurtenant to the existing Declaration, Articles of Incorporation, and Bylaws.

**9.5. Recreation.** Should a legal action ever recreate the eliminated lot, any unpaid assessments not previously paid, would become due and payable at that time.

## **ARTICLE X**

### **Miscellaneous**

**10.1. Membership Cards.** A membership card per lot may be issued by the Managing Agent to each Member of the Corporation whose dues are current and who is otherwise in Good Standing, as defined in Section 3.4.1.. If the Board determines an Owner no longer qualifies as a Member in Good Standing under Section 3.4.1, the Board may deactivate the access card, and revoke privileges to the pool and club house.

**10.2. Fiscal Year.** The Fiscal year of this Corporation shall end March 31st in each year, unless otherwise determined by the majority of the Board.

**10.3. Amendment.** These Bylaws may be amended by a majority vote of the Members of the Corporation entitled to vote at an Annual Meeting or special meeting called for that purpose. Within the forgoing Bylaws of Sunlight Waters Country Club, Inc. were duly adopted by the Members of the Corporation, May 18, 1991, and amended in the dates following:  
Amended 2004, 2006, 2009, 2011, 2013, 2019, 2021

**10.4. Short Term Rental.** No rental or lease contract or agreement for properties within the Plat of Sunlight Waters Country Club, Inc. shall be for a term of less than 1 calendar month.

By amendments at continuing Annual Meeting, the above Bylaws have been revised and reprinted as of \_\_\_\_\_ as testified by the undersigned below:

Signed: James Schuber  
Date 9/13/21  
President

Signed: Jeannine Nelson-Talen  
Date 9/13/2021  
Secretary



STATE OF WASHINGTON ) ) ss.: COUNTY OF KITTITAS )

On this 13<sup>th</sup> day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Ihrike, and Jeannine Takaki, known to be the Secretary and President of Sunlight Waters Country Club, Inc., the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of said Corporation. WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(Signature) Morgan L Harding  
(Print Name) Morgan L Harding  
Notary Public in and for the State of Washington, residing at  
KITTITAS

My commission expires: 12/12/2022