

**SKAGIT RIVER WOODS  
BY-LAWS.  
ADOPTED MAY 25, 2002**

**Updated May 23, 2015**

**ARTICLE 1  
NAME**

Section 1. The name of this corporation shall be SKAGIT RIVER WOODS CAMPING COUNTRY CLUB (hereafter called the CLUB).

Section 2. The term of its existence shall be perpetual.

**ARTICLE 2  
PURPOSE**

Section 1. The purpose of the CLUB shall be to provide its members with a secure environment for the enjoyment of the camping experience.

**ARTICLE 3  
OFFICES**

Section 1. The principal offices of the CLUB shall be at the CLUB property in Concrete, Washington.

**ARTICLE 4  
MEMBERS**

Section 1. IDENTITY. Members of this CLUB shall be any persons who have been admitted and remain as members in good standing in accordance with the provisions of these by-laws. No person shall be denied membership for the reasons of sex, race or religious preference.

Section 2. QUALIFICATION AND ADMISSION. Applications for membership may be made by any person of good moral character and financial responsibility, upon completion of a written application and contract form furnished by the CLUB. Admission to membership shall be finalized by approval of the President of the CLUB as evidenced by the President's signature being executed upon the membership application.

Section 3. PERMANENCE. Membership shall be permanent, unless terminated in accordance with these by-laws.

Section 4. SITE USE. Applicant shall apply for and upon approval shall have the right to select one campsite for use for each membership obtained.

**ARTICLE 5  
CERTIFICATES OF MEMBERSHIP**

Section 1. REQUIREMENT. A certificate of membership shall be issued upon each approval to membership.

Section 2. FORM. Certificates of membership shall be of such a form and device as the Board of Directors may elect. Each certificate shall be signed by the President and countersigned by the Secretary, and express upon its face its number, date of issuance, and the person or persons to whom it is issued. It shall also bear the seal of the CLUB and shall contain a statement (in clear type) that the CLUB is not one for profit.

Section 3. **JOINT MEMBERSHIP.** There shall not be allowed a joint membership of two or more persons other than a membership applied for in the name of a husband and wife.

Section 4. **ASSIGNABILITY.** A membership shall be readily transferable upon request of the holder of the certificate of membership, upon surrender of the certificate to the Secretary of the CLUB, but it shall only be transferable to such person or persons as are eligible for membership and approved to receive such transfer of membership.

Section 5. **INHERITANCE.** The right of ownership of a certificate of membership shall pass by Will or inheritance. Transfer fees shall be waived in cases of transfer by Will or inheritance.

Section 6. **OPERATION OF LAW.** No membership or certificate evidencing the same in this CLUB shall be subject to execution, nor shall it become an asset of any insolvent or bankrupt estate, nor shall the title thereto pass by operation of law.

Section 7. **REISSUANCE OF CERTIFICATES.** In the event of any transfer of membership authorized by these by-laws, the transferor shall surrender the transferor's certificate to the Secretary of the CLUB and a new certificate shall be issued to the transferee. The CLUB shall at all times have the right to recognize persons identified upon its records as the owners of the outstanding certificates of membership as the authorized persons to exercise all the rights and privileges of membership.

## **ARTICLE 6 PROXY REQUIREMENTS**

A member wishing to designate an alternate person to cast vote(s) for them at a membership meeting (proxy votes), must submit a written notification to the President of the board (or designee). The notification must state who will cast the vote(s) and specify the date of the meeting. The President of the board (or designee) must receive this notification prior to the start of the membership meeting. A separate request will be required for each and every membership meeting.

## **ARTICLE 7 TERMINATION OF MEMBERSHIP-LIEN**

Section 1. **NON-PAYMENT TERMINATION.** A membership may be terminated and a certificate cancelled by act of the President for non-payment of membership fees and/or dues if the member fails to pay the same on or before the ninety-first day of delinquency. Upon failure to make payment within the aforesaid ninety-one day delinquency period, the secretary of the CLUB shall cause notice of termination to be mailed to the member at the address of such member recorded in the records of the CLUB. Said notice of termination shall inform the member that his/her membership has been terminated and that a grace period of thirty days from the date of said notice will be allowed for the member to reinstate his membership and make current those payments due for membership fees. All monies previously paid by a member for fees or dues shall be forfeited as liquidated damages.

Section 2. **AUTOMATIC TERMINATION.** Any memberships in this CLUB shall be terminated, and the certificate representing the same shall be cancelled automatically without notice by any assignment or transfer of the membership or certificate by bankruptcy, receivership, or operation of law, other than inheritance.

Section 3. **LIEN FOR NON-PAYMENT OF DUES.** Un-paid dues shall be a lien on the membership all rights and privileges of the membership may be suspended for non-payment of annual dues.

Section 4. **VIOLATION OF BY-LAWS.** Memberships may be suspended, for up to one year, by a majority vote of the Board of Directors for violation of the Clubs rules, regulations or by-laws. Memberships may be terminated by a majority vote of the Board of Directors and a two-thirds vote of the members of the CLUB who are present and vote in person or by proxy at the CLUBS Spring or Fall meeting or at any special meeting called for such purpose, for violation of the CLUB rules, regulations or by-laws.

Section 5. VARIANCES OF TERMINATION. The Board of Directors as outlined in Section 1 of the Article, may grant a variance of financial termination on a case by case basis for hardships and extenuating situations. Terminations may be waived one time only and will not be granted for a second offense. There will be a fee, in addition to dues in arrears, to offset administrative costs incurred with the termination process.

## **ARTICLE 8 MEMBERSHIP RIGHTS AND PRIVILEGES**

Section 1. VOTE. The named owner or owners of each certificate of active membership shall be entitled, collectively, to one vote at membership meetings. Wife or husband may represent the member named in the certificate, but in all other cases each member must vote. Owners of more than one certificate shall be entitled to one vote for each certificate.

Section 2. PRIVILEGES. The privileges of club membership, recreation facilities and properties of the CLUB shall be extended to the immediate family of members, including the father, mother, husband, wife, children, grandchildren or siblings. Active members shall be entitled to reasonable security against theft or destruction of their property within the camping grounds from outside intruders, as well as use of the CLUB'S water system, sanitation facilities, lodge and swimming pool.

Section 3. GUESTS. The privilege of membership shall be extended to guests of members when accompanied by the member of someone of the member's immediate family. Members shall be responsible for the conduct of their guests. Under special circumstances a member may obtain permission from the CLUB'S site manager for extended guest privileges.

## **ARTICLE 9 MEETINGS OF MEMBERS**

Section 1. REGULAR MEETINGS. Regular membership meetings shall be held on the Saturday of Memorial Day weekend, called the spring meeting, and on the Saturday of Labor Day weekend, called the Fall meeting, at the hour of one (1) O'clock at the club's lodge. The agenda of these meetings shall include the election of Directors, at the Fall meeting, and any other business that may properly be brought before the membership.

Section 2. SPECIAL MEETINGS. The Board of Directors shall have the power to call special meeting of the membership of the Club when it shall deem the same necessary, and it shall call a meeting at any time upon written request of active members in good standing that represents at least five percent (5%) the camp sites in the park. The request shall also specify the issue to be discussed at that meeting and will be the only issue addressed at the meeting

Section 3. NOTICES. Notice of all meetings of the membership shall be mailed to each member of the CLUB at least ten (10) days prior to such meeting.

Section 4. QUORUM. At all meetings of the CLUB membership 10 percent of the active membership, either present in person or by proxy, shall constitute a quorum. Each active member so present shall be entitled to one vote for each membership owned. The vote of the majority of the votes cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members unless a greater proportion is required by these by-laws.

## **ARTICLE 10 CAMPSITE USE RESTRICTIONS**

Section 1. PURPOSE. For the preservation and maintenance of the natural environment of the club's properties and to foster congenial outdoor recreation, the following Sections of this Article are imposed with respect to the use and development of the camping sites by the members. These restrictions may not be revoked or amended except as provided for by-law changes in Article 19 of these By-laws.

Section 2. GREEN BELTS REMOVAL OF TREES AND LANDSCAPING. There shall be a Green Belt between camping sites of approximately 10 feet (five feet on either side of the dividing line between sites). Members are encouraged to nurture these Green Belts. If a member has more than one adjacent site they may remove the Green Belt between their sites. When the member no longer has adjacent sites the Green Belt shall be reestablished. No live trees in excess of three (3) inches in diameter, or vine maple trees in excess of one (1) inch in diameter may be removed without permission of the Board of Directors or designee. The members shall retain the right of appeal to the Board of Director's of the club.

Any vegetation extending from one campsite to another campsite, shall not be altered or removed without the consent of the member using the adjacent campsite. If consent cannot be obtained, the member desiring to alter or remove any of the aforesaid vegetation shall request a hearing to be conducted by the Board of Directors or designee for the purpose of determining the grant or refusal of such alteration or removal of such vegetation requested. Landscaping by the planting of trees, shrubs and other like vegetation is encouraged, but formal or regular "row" or crop gardening is prohibited.

Section 3. ASPHALT OR CONCRETE. Installation or use of asphalt or concrete products in the development of camping sites are prohibited except for building fireplaces or barbecues, the design of which have been approved by the Board of Directors.

Section 4. FENCES. Solid fences or fences exceeding three (3) feet in height, or fences build of any material other than unfinished wood are prohibited. Any fence shall be of a see-through type that will not obstruct the landscape view of others, except perimeter fences surrounding the Club's properties.

Section 5. TRAILERS OR VEHICLES.. Each travel trailer, camper or recreational vehicle (Camping Unit) upon the club's properties shall be road worthy. Camping Unit must maintain a clean orderly appearance. From time to time activities on the club properties may require Camping Units be temporarily relocated or removed from the club properties. Special permission may be granted by the Board of Directors or designee to temporarily relocate these Camping Units to common areas within the club properties. Relocation or removal of the Camping Units is the responsibility of the member. Any cost to relocate or remove the Camping Unit is the sole responsibility of that member.

Section 6. WASTE AND SEWER LINES. Waste water and effluents must be handled as per instructions of the Skagit County Health Department. Sewer lines to sites are prohibited.

Section 7. PERMANENT STRUCTURES. Permanent structures are prohibited except storage boxes, which shall be built no larger than 4ft. X 8ft. X 8ft. high and woodsheds, which shall be built no larger than 4ft. X 8ft. X 8ft. high. Storage boxes and woodsheds shall be built of wood to the prescribed specifications approved by the Board of Directors or designee, or may be purchased from the Club. Wooden patio decks of approved design by the Board of Directors or designee shall be allowed. Construction of any such structure shall be pre-approved by the Board of Directors or designee prior to any construction starting.

Section 8. CAMPING UNITS. A campsite is restricted to a single unattended camping unit such as campers, motor homes, or trailers, unless special permission is obtained from the site manager or Board of Directors. Purchasers of multiple memberships may place one such unit on each campsite for the use of family and guests, but may not rent or otherwise commercialize the camping sites. No permanent tent frames or structures, except those authorized in Section 7 of the Article, shall be allowed.

Section 9. CONTIGUOUS CAMPING SITES. Members assigned multiple contiguous camping sites may develop them into one site if desired.

Section 10. ACCESS ROADS. Vehicles are prohibited from parking on access roads. Speed limit on all access roads shall be five (5) MPH. Persons who are not legally licensed to drive shall not drive on any of the Club's roads. The use of a motor vehicle while under influence of alcohol or other substances is prohibited. All terrain vehicles (ATV) or any other unlicensed vehicles are prohibited from being driven on the club property. Unlicensed motorcycles and mopeds are prohibited from being driven on club property unless:

1. The member has brought no other vehicle to the campground. In such case the motorcycle or moped may be driven from the entrance of the Club property to the campsite and back to the entrance, but no other place on the club property.
2. An approved medical disability sign is clearly displayed on the vehicle.
3. You have written justification from a medical doctor.

Section 11. FIREARMS AND HUNTING. Use of firearms and/or other weapons is prohibited on Club property, except under extraordinary circumstances and then by only the site manager or others especially appointed by the Board of Directors. No hunting shall be permitted.

Section 12. PETS AND ANIMALS. All pets shall be under master's control at all times. No livestock shall be kept or maintained on a campsite. Horses shall not be allowed on the Club grounds. Animals, which lunge or show vicious behavior towards humans or bite any person for any reason, must be removed from the campground at once. Owners of any animal that bites someone at the campground shall report it to the site manager. Animals declared potentially dangerous by a court of law shall not be allowed on the Club property. Dogs must be on a leash at all times they are outside a vehicle.

Section 13. GARBAGE AND LITTER. All garbage, tarpaulin, collars, tents, piles or wood and other disposable materials or waste shall be kept cleaned up and only placed in approved areas or containers provided by the Club or Club grounds. Littering on Club grounds or adjoining property is prohibited.

Article 10 Section 14. CLEARANCE APPROVAL The maintenance of the camping circle is the responsibility of the members within the circle and shall not be cleared or otherwise developed without the approval of a plan submitted by a majority of the members within the circle to the Board of Directors or its designee. Any clearance allowed shall be at the sole expense of the members concerned. If the members within a circle fail to maintain the circle, the Board shall notify the members to rectify the situation. Any costs required to perform this maintenance will be borne by members within the circle. The only exception with respect to cost would be if the Board deemed the clearance/development necessary to resolve a safety issue or hazard to the members and therefore the cost would be borne by the Club. All outside burning, except barbecues or campfires (in approved pits) shall not be allowed without the Site Managers or Board of Directors approval subject to state or local regulations.

Section 15. NUISANCE. Excess noise or sounds from any source under a members control, obscenities of any nature, littering, laundry hanging, or impairment of other members esthetic enjoyment of his/her surroundings, noxious and other offensive activities are strictly prohibited.

Section 16. SPECULATION. Memberships are not sold on the basis of speculation, and no member shall place a "for sale" sign, or other inducement to buy on the Club's properties he/she is using, but there shall be nothing in these by-laws to prohibit a member from otherwise reselling his/her membership.

Section 17. TIKI LIGHTS. Tiki lights shall be allowed for use on a member's campsite if the following installation and use regulations are followed:

1. Cleared ground around Tiki lights shall be no less than the height of the pole support.
2. Wood pole support for Tiki lights shall be at least three (3) inches or equivalent in material strength.
3. Combustible material shall be at least five (5) feet above Tiki lights or other lighting.
4. Tiki lights shall be secured to the pole support in such a manner that it cannot be easily removed.
5. Pole supports shall be no more than five (5) feet high and buried in the ground at least eighteen (18) inches deep.
6. Tiki lights shall be used only when local fire regulations allow the use of open fires.

Section 18. FIREPLACES AND BARBECUES. Barbecues shall be placed on a reinforced concrete pad at least four (4) inches deep, be made of bricks, rocks or equivalent material. There must be a clear area of at least five (5) feet from outside base to all trees, brush, stumps and other combustible material and have gravel around it. Open fire pits must be of in ground type no more than three (3) feet in diameter, lined in rocks, brick or equivalent material. A clear area at least ten (10) feet from the center of the fire pit to outside diameter of all trees, brush, stumps or any other combustible material shall be maintained and gravel must be around the fire pit. Overhead branches must be cleared twenty-five (25) feet above a Barbecues or fire pit. All Barbecues and fire pits shall be approved by the Board of Directors or designee to ensure that the above regulations are met.

Section 19. FIRE REGULATIONS. The following fire regulations shall be followed at all times. In addition state and local fire restrictions will be strictly enforced.

1. Fires are not to be left unattended.
2. Do not allow children to play with firebrands.
3. Put campfires out with water when leaving campsite.
4. Do not burn when wind will scatter sparks.
5. Do not burn materials that will create offensive odors or smoke.
6. Debris burning is permitted in piles no more than four (4) feet in diameter and three (3) feet in height on bare ground at a distance adequate to prevent fire escape in a location approved by the site manager.

Section 20. SANCTION. Any member who engages in or shall cause the performance of any of the foregoing restrictive acts, shall be subject to financial assessment, consideration for suspension and/or termination of membership. The site manager shall have the authority to enforce the Campsite Use Restrictions as provided by these by-laws and shall be empowered to prohibit any infraction thereof. The site manager's decision shall be binding upon all club members, except that said decision may be appealed to the Club's Board of Directors.

Section 21. BURN BAN. Section 21. When a modified burn ban is in effect (Skagit County), allowing only recreational camp fires due to low and moderate fire danger, campfires in SRW will be allowed because SRW and its members will be monitoring their own camp fires and notification of this intent has been sent to the Skagit County Fire Marshall. When a total burn ban is in effect by the county due to high fire danger, there will be NO fires permitted in Skagit River Woods. In the event this policy is violated, the owner shall be fined \$500.00. If the fine is not paid within 30 calendar days, members shall be suspended until the fine is paid in full.

Section 22. CONSTRUCTION. Any member who wishes to dig into the ground for instillation of water pipes or other underground items, or who wishes to construct a storage shed, woodshed or other item shall have prior approval of the Board of Directors or their designee prior to starting any construction on such terms. This section shall not restrict the relocation of natural vegetation to make the area more appealing to members.

## **ARTICLE 11 CLUB MANAGEMENT**

Section 1. AUTHORITY. The affairs of this Club shall be managed by its Board of Directors, which may act through and by means of its officers, provided that the Directors shall have no power to sell the Club's real property without the prior decision of the members of the Club, nor shall the Directors have the power to take any steps in dissolution of the Club other than those provided for by statute.

## **ARTICLE 12 BOARD OF DIRECTORS**

Section 1. COMPOSITION. The Board of Directors of the Club shall be composed of 9 members.

Section 2. ELECTION. Directors shall be elected to serve a three (3) year term. One third of all Directors shall be elected at the Fall Meeting, to be held the Saturday of Labor Day Weekend. Those Directors coming to the end of their three year term shall have their positions up for election. Term of office shall begin at the conclusion of the Fall meeting. For purposes of the implementation of this by-law the current Board of Directors when this by-law change is approved shall have an extended term of office not to exceed one hundred twenty (120) days after their three-year term.

Section 3. QUORUM. A majority of Directors shall constitute a quorum.

Section 4. VACANCIES. The Directors or Director remaining in office shall fill vacancies in the Board of Directors, even though less than a quorum and such appointed Directors shall hold office until their successors are elected.

Section 5. INDEBTEDNESS. The Board of Directors shall have the power to incur indebtedness on behalf of the Club. The terms and amount of which shall be entered in the minutes of Board of directors, and any note or obligation given pursuant thereto, signed officially by the President and the Secretary shall be binding upon the Club.

Section 6. EMPLOYEES. The Board of Directors shall have the power to appoint and remove at its pleasure and in accordance with state and federal law all officers, agents and employees of the Club, and shall prescribe their duties and fix their compensation.

Section 7. CLUB MEETINGS. The Board of Directors shall have the power to call special meeting of the membership of the Club when it shall deem the same necessary, and it shall call a meeting at any time upon written request of active members in good standing that represents at least five percent (5%) the camp sites in the park. The request shall also specify the issue to be discussed at that meeting and will be the only issue addressed at the meeting.

Section 8. COMMITTEES. The Board of Directors shall have the power to establish additional committees for the carrying out of Club business and for lessening the burden upon the Club's Board of Directors: such as a grounds committee that would supervise and enforce those regulations contained in these by-laws concerning the use of Club properties.

### **ARTICLE 13 DIRECTOR'S MEETINGS**

Section 1. MEETINGS. The Board of Directors shall meet immediately after adjournment of the Spring and Fall meetings of the membership. Notice of such regular meetings shall not be necessary.

Section 2. SPECIAL MEETINGS. The Board of Directors shall meet at such other times and places as the business of the Club requires and the Board of Directors shall have authority to conduct any and all business at any meeting of which proper notice has been given. Meetings of the Board of Directors shall be called by the President or by any two (2) Directors, or it may be set at the preceding Director's meeting. During the camping season the Board of Directors shall attempt to hold their meetings on Club property and on a weekend, as long as a quorum of Directors are able to attend at the time and place. Notice of meetings of the Board of Directors shall be posted on the bulletin board in the Club lodge as far in advance of said meeting as is possible.

Section 3. MEETING NOTICE. At least five (5) days notice either in writing, mailed to each Director, or given orally by phone, shall be required for the calling of any Directors' meeting except the Spring and Fall meetings, provided that no notice shall be required if all Directors are present at the time and place of any Directors' meeting, no matter how called.

Section 4. ABSENCE FROM MEETINGS. Any Director who is not excused from any two consecutive meetings shall be replaced by a member willing to serve as a Director. Reasons for being excused from a meeting shall include work, illness, and death of a close family member, or other like reasons.

### **ARTICLE 14 OFFICERS**

Section 1. ELECTION. At each meeting of the Board of Directors held immediately after adjournment of the Fall meeting of the members the Directors shall elect from their number a President, a Vice President, a Secretary and a Treasurer, who shall hold office for one year and until their successors are elected or appointed, and shall serve without compensation. No Director shall hold the office of President for more than two (2) consecutive years.

Section 2. COMBINED OFFICES. The office of President may not be combined with any other office, but any other two offices may be combines, at the discretion of the Board of Directors.

Section 3. VACANCIES. The Board of Directors may appoint such person or persons among their number as shall be necessary to fill vacancies among the require officers.

Section 4. PRESIDENT. The President shall preside over all meetings of the CLUB and Directors. He/she shall sign all certificates of membership and all contracts and instruments in writing which have been approved by the Board of Directors. He/she shall affix his/her signature of approval upon those membership applications and contracts that the Board of Directors have approved. He/she shall discharge such other duties in the discretion of the affairs of the Club as may be required of him/her by the Board of Directors.

Section 5. VICE-PRESIDENT. In the absence of the President or this inability to act, the Vice-President shall act as President of the Club.

Section 6. SECRETARY. The secretary shall attend all meetings of the members and of the Directors and shall keep a full and complete record of the proceedings of such meetings in a book or books to be kept for that purpose. The Secretary shall:

1. Keep the Club seal and shall affix the Club seal to all papers requiring a seal.
2. Serve all notices required by law, by the by-laws of the Club, or by the Board of Directors.
3. Sign all membership certificates together with the President of the Club.
4. Maintain a membership certificate record book and maintain such membership records completely up to date.
5. Countersign contracts, documents, deed, and instruments in writing which have first been approved by the Board of Directors, as required
6. Perform such other duties pertaining to the Secretary's office as may be required by the Board of Directors.

Section 7. TREASURER. The Treasurer shall safely keep all monies and funds of the Club which may come into the Treasurer's hands from time to time, shall keep the Club check books, shall maintain up to date Club books of account and shall generally perform such other duties pertaining to the office as may be required by the Board of Directors.

Section 8. AUTHORITY. The Board of Directors may appoint such other members or professionals as it deems necessary to assist the Treasurer and Secretary in the performance of their duties.

## **ARTICLE 15 FEE, DUES AND GENERAL PROVISIONS**

Section 1. RESPONSIBILITY. The board of Directors shall be responsible for funding of operating costs and any other purpose that the Board may from time to time determine to be in the best interest of the Club, and in accordance with its purposes, including but limited to operation and maintenance costs. Such funding shall come from membership fees and dues. The Board of Directors shall be limited to \$10,000.00 or 10% of the clubs cash reserves whichever is less for an individual expenditure. All individual expenditures above this limit must be voted on and approved by the membership at a regular Fall, Spring or Special membership meeting.

Section 2. MEMBERSHIP FEES. There shall be levied a membership fee set by the Board of Directors at the fair market value each membership at the time of acceptance of application, payable in cash or installments, with interest set at the prevailing bank rate. There shall be levied a transfer fee of Two Hundred Dollars (\$200.00) for the transfer of a membership or trade of assigned membership site. There shall be fees set by the Board of Directors not to exceed Fifteen Dollars (\$15.00) for the issuance of additional key cards, for the replacement of lost key cards, and for replacement of damaged key cards.

Section 3. ANNUAL DUES. Active membership dues shall be set at a level recommended by the Board of Directors to the membership at a regular Fall or Spring membership meeting and are subject to the membership's approval. Payable in advance or in monthly installments of not less than one twelfth of the yearly amount per month. Any member who has purchased multiple memberships for the use of multiple campsites shall pay full annual dues for the first membership purchased, plus seventy-five percent (75 percent) of the full annual dues for each additional membership purchased.

Section 4. PENALTY FEE. There may be levied a penalty fee of One Hundred Dollars (\$100.00) against a membership on which dues are delinquent and such delinquency results in notification of membership termination for a second time



within a twenty-four (24) month period. In addition, if a certified letter of warning is caused to be sent due to delinquent dues a Twenty Five collar (\$25.00) fee will be levied. And if a certified letter of termination is caused to be sent for non payment of dues a Twenty Five Dollar (\$25.00) fee will be levied. All penalties and fees shall be in addition to dues owed and must be paid in full before final termination date.

Section 5. INDIVIDUAL MEMBERSHIP FEE. There may be levied a fee on an individual member in order to recover expenditures directly related to a member or their guests. These fees are limited to expenditures in excess of \$100.00 incurred by the club due to actions or inaction of an individual member or their guest.

Section 6. ASSESSMENTS. Except for annual dues and fees as above provided, assessments or other charges upon membership shall be prohibited. This shall not apply to Article 10 Sections 21.

Section 7 METHOD OF ADDRESSING MEMBER CONCERNS. First address the concern with the manager. If the issue isn't resolved address the issue again with the manager. If the issue still isn't resolved then attend a meeting of the Board of Directors. If not addressed at this time the board may appoint an ad hoc committee to investigate the concern. If still not resolved the member may request a special meeting by submitting a special request letter signed by members in good standing representing at least five percent (5%) of the sites in the park. The request shall also specify the issue to be discussed at that meeting and will be the only issue addressed at the meeting.

## **ARTICLE 16 INDEMNITY AND DISCLOSURE**

Section 1. INDEMNITY. Each officer or director serving the association shall have indemnity against all costs, expenses, judgments and liabilities, including attorney's fees reasonably incurred in connection with any action, suit or proceeding in which he/she may be made party by reason of his/her being or having been such Director or officer, except where he/she is found to be liable of willful misconduct in the performance of his/her duties.

Section 2. DISCLOSURE. All officers and Directors shall fully disclose to the Board of Director any pecuniary of other interest they may have with any other individual firm, corporation, or association that proposes to do business with or is in fact, doing business with Skagit River Woods Camping Country Club.

## **ARTICLE 17 SEAL**

Section 1 FORM. The Club shall have a corporate seal consisting of a circle having on its circumference "Skagit River Woods Camping Country Club", and the inside of said circle the words "Corporate Seal 1972".

## **ARTICLE 18 DISSOLUTION**

Section. MANNER. The Club shall be dissolved in the manor provided for by the statutes of the State of Washington.

Section 2. DISTRIBUTION. Distribution of the assets of the Club upon dissolution shall be equally divided among all active members, after all the Club debts have been paid.

## **ARTICLE 19 AMENDMENT**

Section 1. METHOD. These by-laws may be altered, amended or new by-laws adopted by a two-thirds (2/3) vote of a quorum of members present in person or by proxy at a meeting of the membership, provided that a notice of the meeting includes a verbatim copy of the proposed alterations, amendments or new by-laws. The proposed changes must be read

into the minutes of said meeting or a copy attached to the minutes if a simple majority of those present vote to have the copy attached instead of being read.

**ARTICLE 20**  
**SAVINGS CLAUSE**

Section 1. SAVINGS CLAUSE. If any of these by-laws are found to be illegal by state statute, court of law, or other means, the balance of these by-laws shall remain in effect.