

PLEASANT FOREST CAMPING CLUB

Preserving our Past, Protecting our Future



BYLAWS

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Revision History

#	Date	Votes For	Against	Description
1	10/25/13	107	35	Two adult limit per certificate (Article VI, Section 1, a.)
2	10/25/13	99	42	Adult children up to the age of 24 in school (Article VI, Section 1, b.)
3	3/22/14	110	1	Changed mailing address from PO Box to Club's address
4	3/22/14	102	8	Updated Article VI, Requirements and Privileges of Membership, Section I, b.
5	3/22/14	101	12	Changed definition of Immediate Family (Article III, Section XII)
6	11/22/14	96	22	Add a Table of Contents to the Bylaws
7	11/22/14	67	51	Update Article IV, Section III, Special Assessments to cover court ordered, emergency, or unexpected events

#	Date	Votes For	Against	Description
1	03/10/16	84	16	Adult children that are under the legal guardianship of their parents (Article V, Section I)
2	03/10/16	88	4	Services of a live-in caregiver. (Article V, Section I)
3	03/10/16	71	25	Addition of monthly billing. (Article VII, Section II)
4	03/10/16	74	23	Additional language regarding petitions (Article III, Section XV)
5	03/10/16	89	8	BOD member voted off board not eligible for BOD for 5 years. (Article VIII, Section V)
6	03/10/16	91	6	A member of the BOD cannot be an employee of PFCC. (Article XI, Section VI)

#	Date	For	Against	Description
1	12/25/16	81	4	The addition of the mission and vision statement
2	12/25/16	89	9	Once set the annual dues may not be changed or raised until the following "annual membership meeting ..."
3	12/25/16	81	14	A former member of the club that has had their membership terminated cannot reapply for membership
4	12/25/16	89	5	If the inheritor is not immediate family, they are allowed to access to the campsite but do not enjoy the privileges of membership." Once ownership has been determined either by will or by decision of a judicial proceeding the inheritor has 6 months to either place the membership up for sale or apply for membership.
5	12/25/16	83	11	30 days will be replaced with 60 days for suspension of privileges for both clauses.
6	12/25/16	84	8	The minutes of the previous meeting will be available for members on admission to the meeting,
7	12/25/16	87	7	Removal of the word "April"
8	12/25/16	73	26	"It is required to be a "member in good standing" to be eligible for nomination or appointment to the Board of Directors. (Removal of "For Sale"
9	12/25/16	88	6	"The maximum number allowed on the Board is seven (7) and a minimum of four (4)."
10	12/25/16	87	7	The Board of Directors shall have full power and authority to fix the salary and or compensation of all agents and employees; this includes stipend employees. All stipend employees shall receive a 1099 in accordance with the federal tax laws. The Board of Directors may employ members of the corporation to be paid employees as long as there is no conflict of interest.
11	12/25/16	80	12	"Proposals for amendments, repeal or adoption of new Bylaws may be made by petition. The original legible signatures of 25% of the membership eligible to vote would be required. The original petition will be delivered to the Board of Directors. The petition will be complete in its context and explain in detail the purpose of the proposal and its proposed benefit to the entire membership. The Board of Directors will review the petition as soon as possible but not later than thirty (30) days following its being received and read at a regular meeting of the Board of Directors. <i>The Board of Directors will accept a valid petition with the required number of signatures as evidence of membership support, and no special meeting of the membership will be required.</i> A general ballot will be prepared and mailed out to the entire membership for voting in accordance with the preceding paragraph. Which reads "All alterations or amendments to the Bylaws must be authorized by the affirmative vote of more than 50% of the members responding to a general ballot in person or by mail and eligible to vote".
12	12/25/16	88	3	Addition of " A "FOR SALE" sign may be obtained from the sales representative for placement on a campsite.
13	5/18/19			The Board's authority exists only through its group unity. No one Board member may change any decision of the Board of Directors. Although officers have some defined responsibilities, no one person has power of authority over any Board member, Club member, the BOD or this Community as a collective group. Actions intending to wield such power over others are by their nature abuses of power and cause for removal.
14	5/18/19			All contracts will have a clearly stated Scope of Work with expected deliverables and a finite timeline. All contracts will have written documentation of all deliverables and direct oversight through the Board of Directors to monitor work progress and expense

Bylaws of Pleasant Forest Camping Club

Article I: Location, Vision & Mission Statement

- The location of Pleasant Forest Camping Club is: 4922 Puget Road NE, Olympia, WA 98516. The mailing address is 4922 Puget Road NE, Olympia WA 98516-9211
- The principal office is located at 4922 Puget Road NE, Olympia, WA.
- The telephone number is 360-491-2467

“The vision of Pleasant Forest Camping Club is a healthy recreational environment for its membership that supports relaxation, reflection, and rejuvenation in a natural setting.

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The mission of Pleasant Forest Camping Club is to ensure the continuation of the present and future of the Club and its recreational, open space resources, and services for enjoyment by its membership while protecting and supporting the distinct nature of its community and natural setting.”

## Article II: Non-profit Nature of Pleasant Forest Camping Club

### Stock

This corporation shall have no capital stock and therefore no shares shall be issued. Incorporated and licensed under RCW 24.03

### Ownership of the Corporation

The divided ownership of the corporation will be by the means of memberships and the total number of memberships of this corporation will be a number fixed by the Board of Directors. The Board of Directors may change this fixed number at any time. However, such a change must be approved by the membership with a total approval of greater than 50% of those responding. This change of membership numbers may occur at any meeting of the general membership, at a special meeting called for that purpose and that purpose alone, in accordance with regulations governing special meetings no other business may be discussed. Voting may be by written ballot in person or by mail, in accordance with the rules governing absentee ballot voting.

### Sale of the Corporation

This corporation is a non-profit corporation and no member shall be entitled to receive any type of dividend from owning a membership. In the event of liquidation of the corporation, voluntary or involuntary, each member will be entitled to share in equally in the division of the net proceeds of that liquidation. That is the corporation is divided into memberships and each membership will be of equal value regardless of the amount paid for or the length of time the membership has been owned. The number of individual memberships owned will govern the total amount of the net proceeds paid to that member, in accordance with the rules governing membership ownership.

## **Article III: Definitions**

### **Campaigning**

The act of soliciting votes for or against a particular candidate or issue.

### **Campsites**

Shall be those areas designated by the Board of Directors for the exclusive use of the Club Members in accordance with these Bylaws, Rules and Regulations, adopted by the membership. Individual campsites and facilities assigned to a member shall entitle that member to the exclusive use of the Campsite assigned to the membership so long as that member is in "Good Standing" (Art. III, Membership in Good Standing and Art. VII) And has complied with the terms and conditions of the Articles of Incorporation, the Bylaws and The Rules and Regulations as adopted by the membership.

### **Club**

Shall mean and refer to Pleasant Forest Camping Club, a non-profit corporation, organized and operating under the laws of the State of Washington and Thurston County.

### **Common Property**

Shall mean those areas of land and facilities designated by the Board of Directors for the "Common" use of the "Club" members.

### **Courtesy Site**

Shall mean any campsite designated for use by a guest.

### **Eligible to Vote**

Refer to Article III "Membership in Good Standing".

### **Dues**

The annual payment each and every individual member is required to pay to the corporation to provide support to maintain the "Club" and its facilities in perpetuity (continual operation).

### **Guest**

Shall mean any person; (including relatives 18 years of age and over) who is not a member of Pleasant Forest Camping Club, and has been invited by a member of the Club to recreate and enjoy the use of the facilities, in accordance with the Rules and Regulations governing responsibility and liability for a Guest. A Guest's stay will not exceed 20 days in any calendar year. Any exceptions or extension of this rule due to extenuating circumstances must have written Board approval.

### **Immediate Family**

Any child under the age of 18 under the legal guardianship of the member, or a dependent who is up to the age of 24 and in school full time.

## **Membership**

The purchased privilege to use and share in the Club and its facilities. Represented by a certificate that indicates the name of the member and the campsite assigned to that membership. Memberships are governed in accordance with the Articles of these Bylaws.

## **Membership Fee**

The value set by the Board of Directors for the purchase of a membership owned by Pleasant Forest Camping Club.

## **Membership in Good Standing**

A member that has paid all monies owed to the Club including fees and dues up to date as per Art. VII of these Bylaws and is a member that is in compliance with all the Bylaws and Rules & Regulations.

## **Petition**

A document that is placed in convenient location for all to see and to gather signatures if agreeable to the petitions subject matter. A petition must be complete and should not have verbiage or subject matter added after the fact. Once published it may not be added to in any manner other than the addition of signatures. Members must also provide a printed version of their name and campsite number. One signature per membership, two signatures maximum regardless of memberships owned.

A member that is generating a petition will register a copy of the petition with the office. The petition will be date stamped and will be in effect for 30 days. If the required number of signatures are not submitted to the BOD at the end of this time the petition will be void. All signature pages will have the date of initiation on them.

## **Property**

Property shall mean the property and facilities acquired, purchased, leased, held, owned, or operated by the "Club" as campsites and recreation facilities for its members.

## **Quorum**

From "Webster's Dictionary 10<sup>th</sup> edition definition #2; "The number of (as a majority) officers or members of a body that when duly assembled is legally competent to transact business".

## **Transfer Fee**

The money paid to the corporation from the private sale of a membership to another private Party that has been previously approved for membership. The fee will be deposited directly into the corporate general fund.

# **Article IV: Corporate Purposes, Powers and Authority**

## **Non-profit Corporation**

This corporation shall be conducted as a non-profit corporation and in strict accordance with the purpose set forth in the Articles of Incorporation and their recorded amendments. (Recorded by the Washington Secretary of States Office).



## **Budget**

The corporation, through its Board of Directors, shall have the power to set and regulate the value of a membership (Membership Fee) owned by the corporation, transfer fee and the annual dues for all memberships. Once set the annual dues may not be changed or raised until the following "annual membership meeting" unless approved at a special meeting called for that specific purpose and no other. Voting must be in person by written ballot or by mail in absentee ballot. Proxy voting (one member representing another) is not permissible. The approval percentage must be greater than 50% of the total response. Under no circumstances shall the Board of Directors set the value of the annual dues at a value less than that amount needed to provide full and complete support to maintain the "Club" in its role of perpetuity (continual operation) this includes all salaries/wages to paid employees, maintenance of facilities, taxes/insurance, long-term guarantees (loans) reserves and delinquencies. This amount is to be calculated and set in the budget by a budget committee with full consideration of all previously identified financial responsibilities the Club has to meet. Consideration of all cash assets / reserves or needed reserves must also be calculated into the annual budget. An annual budget must be prepared in anticipation of any raise in the annual dues. This annual budget must be ordered by the Board of Directors for their review and approval. Such a budget must be complete at least 60 days prior to any decision by the Board of Directors to increase the annual dues. This budget must contain specifically all financial considerations previously mentioned and be listed individually; any budget not listing those specific items will be considered incomplete and not acceptable.

## **Special Assessments**

The Board of Directors may levy Special Assessments for capital improvements; major repair of existing facilities; construction, repair or replacement of common property; or repairs necessary to avoid code violations. However, any special assessment over 5% of the Budget in the current fiscal year shall be approved by the membership by the majority of the written ballots cast at a special meeting called for that purpose. Voting will be in person or by absentee ballot governed by the voting rules in Article VIII of these Bylaws.

The Board may levy Special Assessments without a vote of the membership for any expense: (1) necessary to repair or maintain any portion of the Club where a threat to the safety of any person or property is discovered; (2) necessary to repair or maintain any infrastructure or common portion of the Club that could not have been reasonably foreseen; or (3) required by applicable law or court order.

A Special Assessment is not an increase to the annual Dues but is a separate payment due to the Club and as such shall be billed accordingly until the levy is satisfied.

## **Article V: Membership**

### **Membership Type**

There is only one type of membership.

### **Number of Adults per Certificate**

A maximum of two adults can be listed on a membership certificate.

### **Full-time students**

Adult children ages 18-24 may remain in the household provided they are full-time students and show proof of their full-time student status quarterly.

### **Adult children under legal guardianship**

Adult children that are under the legal guardianship of their parents may be allowed to remain in the household. Proof of legal guardianship and a background check on the adult child are required.

### **Live in caregiver**

In the event illness or injury of a member requires the services of a live in caregiver. A doctor's note would be required stating that a caregiver is required. If the caregiver is not licensed through Washington State then a background check would be required at the member's expense. The need for continuance of the caregiver will be reviewed every 90 days.

### **Application Process**

All persons wishing to be considered for membership at Pleasant Forest Camping Club must first complete a financial statement and cover the cost of the investigation of their financial history and civil background screen. Based upon acceptance of returned information and acceptance by the Board of Directors, the applicant shall fill out the Club contract and a separate statement of occupancy acknowledgement, which gives information of required compliance to all documents governing members, their financial responsibilities to the Club and their conduct while on Club premises, this includes responsibility of all property owned and or operated by Pleasant Forest Camping Club.

### **Accepting or Rejecting an Applicant**

The Club President in conjunction with the Board of Directors shall be responsible for the acceptance or rejection of membership applicants. They may request the additional aide of a committee to interview prospective applicants. Such a committee would operate under the supervision of the Board of Directors and would have recommendation powers only. This application review shall include all changes in the status of a membership (Club sold, private member sale, gift, assignment, exchange of, use as collateral, etc.).

No applicant will be rejected for consideration of membership for reasons that would conflict with those persons "U.S. Constitutional rights" or the "Citizens Rights" of the State of Washington. Applicants will have their names posted on the Club House bulletin board for a period not less than (7) seven days. Objections to the applicant must be in writing and shall be fled with the Club Secretary before the end of the (7) seven days. A former member of the club that has had their membership terminated cannot reapply for membership.

### **Transfer of Membership**

Any transfer of membership whether Club owned, private sale, inherited by will or intestacy, etc. shall be concluded with the remittance to the responsible corporate officer the following (when applicable): Dues pro-rated to the next calendar April 1, a transfer fee per membership transferred. The first and last installment if membership is purchased on credit contract, cash in full if membership was an agreed cash purchase. In addition, any other monies and or penalties owed the corporation by the membership being transferred must also be paid in full before a successful transfer of membership can be transacted.

Once accepted and all monetary responsibilities have been provided for that person or persons, they shall be considered a member of the corporation and as such is entitled to all rights and privileges afforded that status. The exception to that rule is when a membership has come into the possession of any person or institution by means of default of a monetary obligation in that the membership was offered as collateral guarantee. In such a case the entity in possession of the defaulted obligation will not be considered a member until all of the preceding requirements for membership have been met and the applicant is accepted for membership.

All membership transfers whether by means of sale, gift, inheritance, court appointment, assignment, defaulted obligation, etc. shall be applicable to Article V, Membership, Accepting or Rejecting an Applicant. In the event of a rejected application for membership and the applicant is the legal holder of a membership by means of gift, inheritance, assignment, court appointed, etc. That holder of a membership certificate by legal means but denied membership for legitimate cause shall be afforded the opportunity to sell the membership; a reasonable calendar span of time will be set by the Board of Directors for the membership holder to accomplish the sale.

### **Loss of Good Standing**

A membership must remain in "Good Standing" at all times for these Bylaws to be applicable. If at any time the membership loses that status of "Good Standing" it shall be treated as such, Bylaws addressing this situation will then be applied.

### **Relocating a Membership**

The Board of Directors may require a member to move to another campsite to be selected by the member from the unassigned campsites, in the event his campsite is needed for the Club benefit. This provision is intended to enable the Club to use property when it is absolutely necessary for improvement of common facilities, such as utilities.

In the event a member is required to move to another campsite, in relation to the paragraph above, the Club will either compensate the member for the cost of improvements to the site vacated or will improve the new site to a condition comparable with the improvements on the site that the member was required to vacate. Improvements being identified as utilities, grading and leveling, any existing structures if built according to the Rules and Regulations should be moveable and therefore no compensation other than to facilitate their moving to the new location. Limited landscaping is included in this paragraph. If the cost of improvements and moving exceed the Club set value on a membership and if the Member and the Corporation cannot come to terms satisfactory to all, the Board of Directors shall have the option to purchase the membership. Every attempt must be made to resolve the question through mediation and/or use of the Grievance Committee.

## **Article VI: Requirements and Privileges of Membership**

### **Good Standing**

Members in "Good Standing" shall be entitled to vote, hold office and participate in all meetings of the corporation. They shall have the exclusive use of the campsite as assigned to their membership by the Board of Directors. The Board of Director authority over campsites is addressed in Article V Sect. II, paragraphs (a) and (b) of these Bylaws. They shall have use of

all the common property and buildings designated for the use by the general membership (exceptions would be those areas with age restrictions i.e. the lounge, the children's pond, etc.).

Each membership in "Good Standing" shall entitle the members listed on the certificate and his or her immediate family to enjoy all the privileges afforded the general membership of Pleasant Forest Camping Club. Each membership has only one vote. Any member in good standing may participate in meetings of the general membership, to be an officer or elected to the Board of Directors.

### **Number of Memberships & Votes**

Any individual person may acquire up to a maximum of four memberships; each membership shall have one vote for each membership so held to a maximum of two votes and entitle that member to the exclusive use of the campsite assigned to that membership. There shall be a maximum of two votes regardless of number of memberships owned. Jointly owned memberships are entitled to only one (1) vote for that membership regardless of how many persons jointly own. The membership must be in "Good Standing" to be eligible to vote and all joint owners are equally responsible for the financial obligations of that membership. Memberships purchased and held in another's name for the purpose of avoiding compliance with this Bylaw shall be just cause for termination of that membership and complete forfeiture to the corporation.

### **Voting Rights**

Voting rights are as follows. Each membership in "Good Standing" is entitled to a single vote in any manner that has come before the general membership for their consideration. This process may be accomplished in person or by mail, if by mail the Secretary of the Corporation will notify the entire membership at least 14 days prior to the meeting and provide a ballot for voting by mail. It is the member's responsibility to ensure that their ballot is returned and received by the Secretary of the Corporation prior to the meeting. Voting by proxy, assignment or in blocks is strictly forbidden and violation of this Bylaw is just cause for consideration for termination of membership.

### **Speculation**

Memberships in Pleasant Forest Camping Club will not be purchased or held for speculation\* (\*purchased and held for the sole purpose of making a profit) unless a profit is based upon equal value of improvements to the membership campsite. Violation of this rule is just cause for suspension and consideration for termination of membership with complete forfeiture of all monetary sums paid the Club.

### **Violation of the Bylaws or the Rules, Regulations and Covenants**

Any membership may be terminated or suspended for violation of these Bylaws and or the Rules, Regulations and Covenants of the Pleasant Forest Camping Club, which are published in conjunction with and part and parcel of these Bylaws and bear the penalties for non-compliance. Such violations include but are not limited to:

1. Noncompliance of the Bylaws; Rules, Regulations and Covenants or other governing documents of the Club.
2. Fraud, abuse of power or misrepresentation of Membership status or authority.

3. Non-payment of Membership dues, assessed fees and charges incurred in accordance with the Bylaws, Rules, Regulations and Covenants or other governing documents of the Club.

### **Termination Process**

The termination process will include, but not be limited to the following:

- a) Investigation by the Grievance or Mediation Committee of the member and the alleged or recurring violation; and
- b) Written notice of the proposed termination (previously voted on and approved by the Board of Directors during Executive session) to the member, by registered mail, at least 30 days in advance of a special meeting of the Board of Directors called for this purpose of which discussion will occur in an Executive Session.
- c) Termination could be accomplished by a majority vote of the Board of Directors or a vote of the general membership initiated by the petition process (Requiring more than 50% approval of those responding and eligible to vote and voting in favor of termination) at a special meeting called for that specific purpose, after which no other business may be discussed or transacted.
- d) A termination will be recorded only after the conclusion of any appeal process afforded the Member through these Bylaws and Rules and Regulations of the Club in accordance with these Bylaws under access to legal counsel.

Upon such termination, all rights of the member shall immediately cease and the Member shall forfeit all sums paid the Club for Membership up to date of transfer of membership. The Member shall be permitted to conduct a sale of their membership minus monies owed to the club in accordance with provisions of these Bylaws for transfer or sale of a membership.

### **Legal Costs**

In the event legal action is required to enforce the rights of the Club under these Bylaws and or the Pleasant Forest Camping Club Rules and Regulations (which are published in conjunction with and are part and parcel of). Should the club prevail that member causing the Club to take such action agrees to pay all costs incurred by the Club in that enforcement; this includes Court costs, attorney's fees, etc. By their signature on their contract with the Club and or a signature on a statement of acknowledgment, each member agrees to these conditions of membership.

### **Transfer of Membership**

- a) Membership in this Club will be evidenced by the issuance of a certificate signed by the President and the Secretary of the Corporation. This membership and certificate may be sold, assigned, or transferred by the owner registered' on that certificate of membership. However, the person ('s) wishing to make purchase of, be assigned to, received as a gift, inherited by will or intestacy must first make application to the Club and comply with all the sections of these Bylaws that govern the acceptance of an application and the transference of a membership regardless of whether or not the applicant is currently a member.
- b) The transfer of a membership shall carry with it all the rights of a general membership in the Pleasant Forest Camping Club. This shall include the exclusive use of the campsite assigned to that membership.

Notwithstanding the previous Bylaws addressing the transfer of a membership, it shall be an unbroken rule that: no membership may be transferred without the written approval of the Board of Directors. Neither sale, gift, assignment, by Last Will and Testament, by court ordered division of a probated estate, etc. The membership may become the legal property of another person, but that person (s) without acceptance by the Board of Directors is not a member nor can that person(s) enjoy the benefits of being a member of Pleasant Forest Camping Club without acceptance by the Board. Should a member die, the immediate family as defined under "Definitions" may enjoy all the rights, privileges and liabilities of the membership until such a time that the new ownership is determined either by will or by decision of a judicial proceeding deciding same. During that period of time the status of the membership **must remain in "Good Standing"** in order for the immediate family to enjoy benefit of the membership. Addition of language: If the inheritor is not immediate family they are allowed to access to the campsite but do not enjoy the privileges of membership."

- a) Once ownership has been determined either by will or by decision of a judicial proceeding the inheritor has six (6) months to either place the membership up for sale or apply for membership.
- b) Again, by operation of law, foreclosure of a lien by an established lending institution, a defaulted promissory note (collateral), the possession of a membership does not constitutes membership in Pleasant Forest Camping Club, all applications for membership and transfer of certificate must comply with acceptance by the Board of Directors. Until the Board of Directors accepts an applicant they will have no privileges or rights of the membership with Pleasant Forest Camping Club.

### **Entertainment of Guests**

- a) A member may entertain a guest (s) at their assigned campsite and to enjoy the general facilities of the Club, (the lounge as long as the member is present and in the company of the guest). Members are responsible for the registration of their guests. Guests must be registered immediately upon arrival at Pleasant Forest Camping Club. Registration will be with the Ranger, if not available registration may be made with a member of the Board. A registration form will be filled out and the guest's portion of the document will be displayed conspicuously at all times in their vehicle. Any member admitting a guest into the property of Pleasant Forest Camping Club is totally responsible for their guest. Complete responsibility includes but is not limited to moral, legal, and financial responsibility. Guests are limited to twenty (20) days stay during any one-year.
- b) In the event that the entertainment of their guest(s) causes a members site to become overcrowded (as determined by that section (Campsites) in the PFCC Club Rules and Regulations) the member will request of the Ranger a courtesy site (if available) for their Guests. If there are utilities available (water, power, garbage) the member or guest will be responsible for the daily (depending on their length of stay) reimbursement of their cost to the Ranger, the fee will vary based upon current costs of utilities to the Club.
- c) All guests being entertained by a member (their host) of the Pleasant Forest Camping Club are subject to complete compliance with the Bylaw and Rules and Regulations of the Pleasant Forest Camping Club (published in conjunction with and are part and parcel of the Bylaws). The member hosting their guest(s) shall have complete responsibility for their guest's actions and behavior (legally, morally, and financially); they shall ensure complete compliance with all the Bylaws and Rules and Regulations. Actions adversely affecting the Club such as but not limited to, wasting of Club supplies, defacing,

damaging, destroying Club property or that of another member, speeding, disturbing the peace, being a nuisance or owing the Club monies.

- d) A member may designate as a guest, a family or an individual to use their campsite that is assigned for their exclusive membership use, during such a period that the Club member will not be present. Such guests may enjoy the privileges of that member and are subject to strict compliance of the Bylaws and Rules and Regulations of Pleasant Forest Camping Club. The Club member has complete responsibility for their guest during their stay. No guest may participate or interfere in the "Affairs or Business" of the Club. The member must make arrangements for their guest, written permission with the name of the guest provided, length of stay, and any exclusion of Club privileges. The guest must register with the Ranger immediately upon arrival. All guests are limited to a maximum of twenty days stay during any one-year.

## **Article VII: Payment & Non-payment of Fees and Dues**

### **Membership Fees**

All membership fees ("membership fee" being the full price paid for membership) together with carrying charges, if any, shall be paid in strict accordance with the terms of the application and the contract for membership and in addition to this each applicant agrees to the following:

- a) If the membership fees or any other payment due by agreement of a signed contract with Pleasant Forest Camping Club for membership or any other charges have not been paid within the (60) thirty days of the date they were to be received, all privileges of membership with the Pleasant Forest Camping Club will cease. This suspension of all privileges will continue until such time that the monies due are paid including any fees, late charges, penalties or interest accumulated. Access to Pleasant Forest Camping Club by the normal procedure of security key card entry through the main gate will be denied. In the event of the suspension of privileges the delinquent member is still financially liable for owed debts to the Club. A member under suspension has the right to request of the Board of Directors the opportunity to appear before them in session to give evidence why he or she should not be suspended. Following "show cause" session, the Board of Directors shall retire to discuss the evidence given. If the Board decides that there was good cause and mitigating evidence to support the members claim, they may waive the suspension period of any length of time acceptable, at no time is the member relieved of their financial obligation to the Club.
- b) If a member fails and or neglects to pay their membership fee or any payment due to the Club for a period of (90) ninety days from the date it was due, that person (s) membership is immediately terminated, with complete forfeiture of all money paid the Club. That member has the right to appear before the Board of Directors in "Executive Session" and show cause why they should not be terminated and forfeit all monies paid the Club. Following the Hearing by the Board of Directors, should they be presented with good cause and mitigating circumstances, the Board may waive the termination and forfeiture of the membership. During such a period the member is in no way relieved of their financial responsibility to the Club. The Board of Directors in "Executive Session" will conduct the final action in case of termination and forfeiture and the final decision transmitted to the member in question.

- c) In the event of termination and forfeiture of a membership for non-payment of their Membership fee or any other money owed the Club, all sums of money paid to the Club are forfeit.

## **Dues**

Annual dues shall be paid in the amount set by the Board of Directors. Such dues shall be payable in one of the following methods:

- Annually (April 1 through March 31 of the following year), payable in advance on or before April 1.
- Semi-Annually (April 1 to September 30 and October 1 to March 31), payable on or before April 1 and October 1.
- Quarterly (April 1 to June 30, July 1<sup>to</sup> September 30, Oct 1 to December 31 and January 1 to March 31) Each quarter due on or before the first day of April, July, October and January.
- Monthly. The member must sign up for monthly billing prior to beginning this form of payment. There will be a nominal fee, set by the BOD for a member to use monthly billing.
- New Memberships: Dues will be prorated for the first year from the date of approval by the Board of Directors for the application of a new membership to the next April 1<sup>st</sup> of the succeeding year. These dues will be paid in advance at the time of approval and prior to signatures on any documents evidencing membership.

## **Delinquent Payments**

Delinquent payments of dues shall be handled in the following manner:

- a) In the event that a member has not paid their dues in accordance with paragraph a) of this section, they become delinquent after thirty (30) days of their due date. At that time the delinquent member shall incur an interest penalty on their total dues owed for the remainder of the fiscal year (April to April). The interest rate shall be set by the Board of Directors and may be adjusted yearly. The interest rate will not exceed the maximum allowable interest rate in the State of Washington. This interest penalty will continue to be charged until the delinquent dues are paid. They must be paid at least to the beginning of the next quarter. The delinquent member will pay for any and all expenses incurred by the Club to collect delinquent money owed.
- b) In the event that dues are not paid and become delinquent after 60 days of the due date, all privileges and rights of membership shall be suspended immediately without question. These privileges and rights of membership are defined in these Bylaws and the Rules and Regulations, which are published in conjunction with and are part and parcel of these Bylaws. Suspension includes access to their campsite except to obtain or remove personal property from PFCC property. This limited access may require an escort by the Club Ranger or a member of the Board of Directors. Such a suspension will remain in place until the delinquent dues and penalties are paid, if the suspension is not a matter of money than the suspension can only be removed by an approval of the Board of Directors.
- c) In the event that delinquent dues and penalty interest are not paid within the ninety (90) days of their due date, the membership will be terminated. Termination of a membership includes forfeiture of all money paid the Club, including but not limited to money paid for



membership (membership fee) (regardless if Club purchased or members private sale) or any improvements made to a campsite. Any member that has been terminated has the right to an appearance before the Board of Directors (in Executive Session) to explain why (he or she) should not be terminated. If the Board of Directors after hearing explanation and argument feel that there is good cause to lift the termination they may waive the termination process for a period not to exceed one (12 months) year from the original date that the dues were owed. Any failure to meet the terms of the waiver will result in immediate termination. In the event that the Board of Directors after having heard explanation and argument, after deliberation, decides to proceed with termination for non-payment of dues, then the value of the membership and all sums paid to the Club are forfeited.

- d) Final action taken in all cases involving forfeiture and termination will be acted upon by the Board of Directors while in session and they shall immediately notify the member of their decision. That notification will be in writing and signed by the President of the Corporation. It may be hand delivered or sent by the US mail process that requires a signature of the addressee to receive. Notification must be sent no later than the next business day following that decision.

## **Article VIII: Meetings of the Membership Annual, Semi Annual, Regular and Special**

### **Order of Business**

The order of business at any meeting will be as follows:

1. The President may lead the membership in a Pledge of Allegiance to the Flag
2. Reading of the minutes of the previous meeting.
3. Presidents Report.
4. Treasurer's financial report (at this time Auditors report if applicable should be read after the Treasurer's report)
5. Annual Meeting Only - Election of Officers as governed by these Bylaws.
6. Miscellaneous business

### **Annual Meeting**

The annual meeting of the membership shall be held during the month of May at a time and place to be fixed by the Board of Directors. At least 20 days but no more than 50 days written notice must be received by all members prior to the scheduled date of the meeting. Only those members in "Good Standing" with the "Club" will be allowed to gain entrance and participate in the proceedings, this includes voting on candidates for election to the Board of Directors and any other issues.

### **Semi-annual Meeting**

A semi-annual meeting of the membership will be held on a Saturday during the month of September or October (date will be fixed by the Board of Directors). The Board of Director's will notify the membership no less than twenty (20) days prior to the scheduled date and time.

### **Special Meetings of the Membership**

A special meeting of the membership is just that, it is a meeting called to order for the purpose of a particular matter and subject. There could be a multitude of reasons for calling a "special

meeting"; however, no business other than the subject matter will be discussed at the special meeting. A special meeting must be properly opened and closed and only matters published will be discussed at the special meeting. A special meeting may be called by one of the following methods:

- a) The President may call a special meeting of the membership at any time.
- b) The Board of Directors who, while in session is in majority agreement may call for a special meeting. All Board members must have been given appropriate notification of the meeting in which the vote was taken. Absent Directors may attend by means of telephone conferencing or other means of communication according to RCW 24.03.120
- c) A written request by the membership with at least 25% of the total membership having signed the petition for a special call to order. The **entire membership** must have access to the petition. Each signature represents one membership or vote, two signatures for one membership still count as one signature or vote, per the Bylaws voting restrictions, and no more than two memberships or two votes are allowed. Petitions must be posted in convenient locations such as the Clubhouse (prohibited in Bar) or in a mailed circular to all members. As a courtesy to the membership, notice of an impending petition with the name of the contact person in the newsletter is encouraged.
- d) Once the call to order is qualified by one of the three accepted methods, the Secretary of the Corporation will notify all members by a mailing notice. The notice will give the membership at least twenty days (20) prior notice but not more than fifty days (50) before the meeting. The notice will indicate the purpose of the meeting and explain whether a vote of the membership will be required, with this knowledge the membership will be able to make an informed decision.

## **Quorum**

Those members in attendance of a properly advertised meeting and agenda (Annual, Semi-annual or Special Meeting and eligible to vote shall constitute a quorum and may conduct any business by means of motions, with the exception of changes, amendments or repeals of any Bylaw that requires the participation of the total membership eligible to vote by ballot in person or by mail in ballot. All business of this nature must be advertised in the agenda and absentee voting provisions properly provided for in accordance with these Bylaws governing voting by the membership. See Article VIII, Voting.

## **Elections**

- a) The Board of Directors will create a nominating committee consisting of three members of Pleasant Forest Camping Club; these members shall be chosen from the general membership. This committee must be formed at least sixty days (60) prior to the Annual Meeting of the membership or any meeting held for the purpose of elections to the Board of Directors. This committee shall nominate from the general membership individual members in good standing seeking election to the Board of Directors. It is the obligation and duty of the Nominating Committee to interview each candidate for the purpose of disclosing qualifications and experience to consider a member as a possible nominee. It is desirable to nominate more than one individual for each vacancy that is to be filled. Once approved, the candidate will then be considered duly nominated and their name will appear on the ballot hereafter referred to as the election ballot.
- b) Although it is required to be a "member in good standing", to be eligible for nomination or appointment to the Board of Directors. Any member who has served on the

Board and has been voted off the Board by the membership during their tenure shall not be eligible for nomination or appointment to the Board of Directors for a minimum period of five years.

- c) Campaigning is permitted on a limited basis. Negative campaigning is not permitted in any manner. Banners and signs are not permitted on Club properties or facilities or member sites. Candidate's qualifications may be discussed between members, but no member may ask or request candidates to be endorsed nor may votes be requested for or against a candidate. Candidates may discuss their own skills, abilities, and interests with members, only upon approval of the member being approached.
- d) It is the right of the membership to nominate other individuals for consideration to be voted upon. To accomplish this, a petition must be filed with the Secretary of the Corporation; this petition is required to have the signatures of at least ten members in good standing. The name and address of the member being nominated must be listed on the petition. It will require one petition for each individual being nominated in this manner. All petitions for nomination purposes must be filed with the Secretary of the Corporation within ten (10) days of the Nominating Committee having posted its nominees, and posting by the nomination committee will be at least twenty (20) days before the annual meeting.
- e) Anyone being considered for nomination may express in writing their acceptance of the nomination, further, they are required to fill out a form prepared by the Board of Directors that lists their qualifications and their intentions if elected to the Board of Directors, further they may list their qualifications for nomination and appointment as an executive officer of the corporation. This is required prior to their name being posted as a nominee to be voted upon.
- f) Only those nominees who have qualified under the conditions of the preceding paragraphs (a, b, and c) are eligible to be voted upon. Nominations from the floor will not be considered, write in candidates will not be considered.

### **Election Results**

During the annual, semi-annual or any special meeting in which elections are being held for positions to the Board of Directors, Nominees receiving the highest tally of votes will be considered duly elected; they shall be seated immediately on the Board of Directors for every vacancy needing filled.

### **Tallying Votes**

The Board of Directors will control the counting of ballots. They may do so by appointing a ballot counting committee of three or more persons to be assembled from those members in attendance of the meeting. The Nominating Committee can also be used as the Ballot Counting Committee. In addition to the counting committee there shall be one (1) member of the Board of Directors in attendance during the counting of the ballots. He or she will verify and certify to the Board of Directors and to the membership the accuracy of the results, but will not handle the ballots during the tally. Once the members in attendance of the meeting have been officially notified of the results and it has been written in and approved for the minutes, the ballots will be held one (1) year and then destroyed.

## **Voting**

- a) Voting by those members eligible to do so will be accomplished by one of two methods, either in person or by absentee ballot. Mail in ballots must be received prior to any meeting in which votes will be cast to decide an issue or elect Directors to the Board. The Secretary of the Corporation shall ensure that absentee ballots are mailed out for receipt of members, with sufficient time for their return in accordance with paragraph (c) of this Section. One vote per membership.
- b) It is in violation of the Articles of Incorporation and these Bylaws to vote by proxy or assignment of voting rights to another member and it is strictly prohibited. This does not remove the right to vote by mail if the member is in good standing at the time their ballot is received.
- c) The Secretary of the Corporation will prepare written ballots and ensure that they are mailed to the address of record for each member of the Club. The member voting by mail will have twenty (20) days from the date the ballot was mailed out from Pleasant Forest Camping Club till its return to the Secretary. The Secretary must receive the ballot prior to the meeting to be valid. Late or invalid votes will be disposed of without having been opened. Important documents and or money should never be placed in the actual ballot envelope. The balloting envelope must be placed in a second (return mail) larger envelope; the member's identification will be located in the upper left corner (sender/return to sender location) of the return envelope (not the ballot envelope). Ballot envelopes returned in person to the Club office (prior to meeting) must also be placed inside a larger envelope with the members name on the outside of the larger envelope. The Secretary must assure that the member is in good standing before accepting his/ her ballot, once that is determined, the larger envelope is opened, the ballot is placed into the ballot box to be counted or placed into an invalid (to be discarded) pile. This maintains the privacy and secrecy of the balloting process.

## **Article IX: Officers**

- a) The officers of the Corporation (Club) shall consist of a President, Vice President, Secretary and Treasurer, each of whom must be a member of the Club.
- b) The President and Vice-President are the only officers who must be nominated and elected for their positions by the Board of Directors. Remaining Board members shall fill all other offices. If no Board member is willing or qualified for Secretary or Treasurer then the Board of Directors or the President as directed by the Board of Directors may appoint a nominee from the previous election by virtue of the declining vote or then from the general membership. The Secretary may also be the Treasurer.
- c) If an officer ceases to be a member, the office becomes vacant. The Board of Directors will ensure that all vacancies of office be filled; first, by a Board member; second, appointed from the nominees of the last annual meeting by virtue of the declining vote; or third, from general membership (only in that order). However, if the un-expired portion of the term left vacant exceeds past the next annual election then the Board Member receiving the one-year term at the previous Annual Election shall assume the remaining portion of that term. (See Article XI, Vacancies.)

- d) The Board of Directors at the Annual Board of Directors meeting shall elect the President, Vice President, Secretary and the Treasurer. (See Article XI, Board Meetings (a), amended January 1980.) The President and the Vice President shall be elected from the Board of Directors.

## **Article X: Powers and Duties of the Executive Officers**

### **President**

The duties of the President shall be to preside at all meetings and functions of the corporation, including those of the Board of Directors. He/She will have general supervision, direction and management of its affairs as directed by the Board of Directors (so directed by nomination and election to the Presidency). He/she will sign with the Secretary or assistant Secretary all deeds and contracts on behalf of the corporation, which, has been properly authorized by the Board of Directors. He/she will have the power and authority to sign with the Secretary or the Assistant Secretary, all the certificates of membership of the corporation.

### **Vice President**

The Vice President, in the absence of the President, shall perform the duties of the President. Should the President's office become vacant, the Vice President shall automatically assume the President's office and responsibilities for the un-expired portion of the term that the President was duly elected, (12 months, less the expired portion) so long as the Vice President is a member of the Board of Directors. Should the Vice President be required to fulfill the Presidents remaining term of office, the Board of Directors will immediately (by majority vote) elect a new Vice President for the duration of the office that was to be fulfilled (12 months less the expired portion of the current year). The interim Vice President will be elected from the Board of Directors.

### **Secretary**

The Secretary will keep full and correct minutes of all meetings of the corporation. The Secretary will keep full and correct minutes of all the meetings of the Board of Directors. He/She will attend to all correspondence incidental to the affairs of the corporation. He/ She will assist the Treasurer in keeping accurate maintenance of all the books of account that show assessments or money owed the corporation by the members. The Secretary will have custodial authority over all corporate records and property. He/she will be responsible for the posting of nominee/candidate names as prescribed. He/she will sign with the President all deeds and contracts on behalf of the corporation that have been properly authorized by the Board of Directors. The Secretary shall have sole custody of the "Corporate Seal" and will impress/affix that seal on all documents that require it. All original corporation papers and documents will remain on Club property at all times and will be available for inspection as per State Law (RCW-24.03.135) and (RCW-24.06.160).

### **Treasurer**

The Treasurer shall be in charge of all money and assets that belong to the corporation. He/she will ensure that a fair and accurate account of all receipts are recorded and kept. The Treasurer will present to the membership, a full and written statement showing the financial condition of the corporation, this will be required at the annual members meeting and at the semi-annual members meeting. Should a special meeting be called the documents may be required at that time also. The Board of Directors may request these documents at any time. He/she may be

required by the Board of Directors to perform other duties that are incidental to his /her office. The Treasurer will verify all financial statements and warrants. He/she will continually scrutinize the cash flow and observe its compatibility with the annual budget accepted by the Board of Directors and presented to the membership. He/she will inform the President of any concerns that need attention on a monthly basis. If the President is unavailable or unconcerned, the Treasurer will contact the Vice President and or the Board of Directors. Failure to perform these duties on a monthly basis will be just cause for removal as the Treasurer of the corporation by the Board.

### **Assistant Officers**

Should the Secretary or Treasurer fail to perform their duties as officers of the corporation due to an absence, disability or a refusal to act, any Assistant Secretary or Treasurer appointed by the Board of Directors may assume that responsibility if directed by the Board of Directors to do so. That person will have all of the power and authority of that office for a period of time to be determined by the need, not to exceed the elected term of that office (12 months less the expired term).

## **Article XI: Board of Directors**

### **Number of Board Members**

The corporate powers of this corporation shall be vested in a Board of Directors except where otherwise provided for in these Bylaws. The maximum number allowed on the Board is seven (7) and a minimum of four (4). Their numbers may increase or decrease; they can never exceed the stated minimum or maximum.

### **Length of Terms**

Every Year two Directors shall be elected for a three (3) year term and one Director for a one (1) year term. Staggered terms are required.

Every election shall have three Directors retiring and three newly elected at every annual membership meeting. This is in order to maintain the consistency of the Board of Directors. The seventh (7<sup>th</sup>) Director has only a one-year obligation to the Board. That position will be determined among the three elected Directors by virtue of the declining vote count.

### **Vacancies**

Each Director shall be a member in "Good Standing". In the event a Director ceases to be a member of the Club, his/her position becomes vacant immediately. (See Article IX, Officers, Paragraph a.)

Vacancies occurring on the Board of Directors shall be filled by the nominee with the next highest vote count from the previous annual election. This position is to last only to the next annual election. The Board of Directors may nominate from the general membership if there is no nominee from the previous election to fill the vacant position. Only a vote by the General Membership can remove a Board Member (See Article IX, Officers, Paragraph c.).

### **Removing a Director**

Any Director may be removed without cause by a vote of the general membership; members must be in good standing and eligible to vote. Voting will be by written ballot at any regular or

special meeting; absentee ballots will be mailed to all members for compliance with Article VIII, Voting. Results will be based upon RCW 24.03.103 (1) "Any Director may be removed, with or without cause, by two-thirds majority vote cast by members responding and having voting rights; represented in person or by mail in ballot at a properly notified meeting of members at which a quorum is present. Mail in ballot substituted for phrase "proxy" as proxy voting is against the articles of incorporation of PFCC and these Bylaws.

### **Scope of Authority**

The Board of Directors shall have full power and authority to define and limit the powers and duties of all other officers, agents, servants, employees and others not otherwise already provided for in these Bylaws. The Board of Directors shall not allow or cause a conflict of interest in their appointments of office or employment. The Board of Directors shall have full power and authority to fix the salary and or compensation of all agents and employees; this includes stipend employees. All stipend employees shall receive a 1099 in accordance with the federal tax laws. The Board of Directors may employ members of the corporation to be paid employees as long as there is no conflict of interest. The Board may, as it deems proper and necessary, require each officer, agent or employees (any or all of them) to provide a bond or be capable of being bonded for security purposes. The Board shall have full power and authority to create and establish officers, assistant officers, or departments and to define their duties and responsibilities that are not otherwise provided for in these Bylaws.

The Board's authority exists only through its group unity. No one Board member may change any decision of the Board of Directors. Although officers have some defined responsibilities, no one person has power of authority over any Board member, Club member, the BOD or this Community as a collective group. Actions intending to wield such power over others are by their nature abuses of power and cause for removal.

### **Compensation and Reimbursement**

No Director or Officer shall receive any salary or compensation from the Club. No Director or Officer shall be an employee of the Club. However, expenses incurred in performing duties as Director, Officer, agent, employee, etc. may be reimbursed by the Club, provided that such an expense was incurred in the process of carrying out duties or responsibilities as directed by the Board.

### **Contractual Agreements**

The Board, with membership approval by vote, shall have the authority to enter into agreements with management concerns providing for the development and management of the Club's property and assets, the handling of its books and records, the collection of dues and charges, the sale of memberships and such other duties and responsibilities as may be fixed from time to time by contractual agreement with a management concern.

All contracts will have a clearly stated Scope of Work with expected deliverables and a finite timeline. All contracts will have written documentation of all deliverables and direct oversight through the Board of Directors to monitor work progress and expense

## **Committees: Appointing and Overseeing**

The President as directed by the Board of Directors shall have the power to appoint the members of all committees referred to in the Bylaws and to create and appoint such additional committees or subcommittees, they will be empowered with limited power and authority as it is deemed in the best interest of the Club. All members of such committees shall serve at the discretion of the Board of Directors. Such Committees may include, but are not limited to:

- a) Budget Committee – Implemented as necessary to meet the needs of the corporation.
- b) Nominating Committee – Implemented as necessary to meet the needs of the corporation.
- c) Grievance Committee – This Committee shall be in place at all times. It shall consist of 5 or 7 members in good standing and be made up of volunteers. One member will be a Board representative. In the event of a shortage of volunteers the Board may recruit the needed number of people to fill vacancies. This Committee shall act as a negotiations group to resolve disputes between members and/or the Board as well as mediating between disputing parties. Every possible effort will be made to resolve issues with the best interest of the Club as a whole in mind. The resolution process may vary according to the Grievance and the needs of the Grieving parties.
- d) Compliance Committee – This Committee shall be in place at all times. This Committee shall consist of 3, 5 or 7 members in good standing and be made up of volunteers. One member will be a Board representative. In the event of a shortage of volunteers the Board may recruit the needed number of people to fill vacancies. This Committee shall conduct a quarterly assessment of members' compliance to the Bylaws, Rules, Regulations and Covenants. The member may be given a verbal or written notice of the infraction and the Board of Directors shall be notified. The member shall have 30 days to come into compliance or notify the Board of their effort to comply. If no attempt is made by the member to comply the Board may either fix the problem at the members expense or take disciplinary action.

## **Income**

The Board of Directors shall have authority in the regulation and control of all income from the corporation from all sources and they may designate persons who can deposit and withdraw funds, sign all checks, except as otherwise provided for in these Bylaws.

## **Sale of Real Estate**

The Board of Directors of Pleasant Forest Camping Club is hereby empowered to sell real estate upon the following procedure:

- a) All members entitled to vote and in good standing shall be notified by mail of a special meeting to discuss the proposed sale, the details of that sale and the business reason for that sale.
- b) The outcome of that special meeting would determine whether a special ballot of the membership is required to approve the proposed sale or if the conditions dictate that the Board of Directors must proceed with the sale due to legal issues or circumstances that allow no other recourse in carrying out their fiduciary duties to the corporation.



### **Adopting Rules and Regulations**

The Board of Directors shall have full authority to adopt and publish rules as regulations governing the properties and affairs of the corporation and the Club and the personal conduct of the members and their guests while on PFCC property. Such powers shall be exercised consistently with these Bylaws.

### **Suspend or Waive Bylaws**

The Board of Directors shall have no power or authority to suspend or waive any provisions of the Bylaws of the Club except as herein specifically provided.

### **Maintenance and Improvements**

Except as otherwise provided herein, the Board of Directors shall have the power and authority to do any and all such things in the maintenance and improvement of the property of the Club, to incur any and all such expenditures outlays and expenses for said purposes on such terms and for such prices as may be deemed by the Board of Directors to be proper and to provide for all such liabilities or whatsoever character which may arise in connection with any such improvement and maintenance, except for such capital improvements as are mentioned in Article IV, Special Assessments.

### **Maximum Expenditure**

The general membership voted (April 1995) to allow a maximum of \$5000.00 in expenditures on any project by the Board of Directors without membership approval, not to be combined with other projects or piggybacked onto ongoing projects so long as quorum majority of the BOD approved such expense originally and recorded in minutes of a meeting.

### **Board Meetings**

- a) The Board of Directors shall meet annually at a time and place to be announced, not more than fifteen days (15) following the annual corporation "Members Meeting". It shall be during this annual "Meeting of the Board of Directors" that the election of the executive officers will take place. The Executive Officers shall assume their responsibilities immediately upon their election.
- b) Regular meetings of the Board of Directors shall be held no less than quarterly. Each member of the Board of Directors shall be given such reasonable notice of the regular or special meeting of the Board of Directors as may be proper under the circumstances.
- c) In an emergency situation a special meeting of the Board of Directors may be called at any time by the President or a Board Member.
- d) Unexcused absences from any two Quarterly meetings (held quarterly; January, April, July and October) of the Board of Directors during any one (1) fiscal year may be cause for removal of that Director by the membership. Directors may attend meetings by means of telephone in accordance with RCW 24.03.120.

### **Special Meeting of the Board of Directors**

A special meeting of the Board of Directors may be held as requested by the President or by a majority of the Board. Each member of the Board of Directors shall be given such reasonable notice of the regular or special meeting as may be proper under the circumstance. All Board meetings must be held on Club premises.

## **Quorum of the Board of Directors**

A majority of a whole number of the Directors (4) shall constitute a quorum for the transaction of business. A minority of the Board of Directors present at any regular or special meeting (3) with a quorum of Directors absent will adjourn their meeting until such a time that a majority (4) or a quorum of the Board of Directors can be achieved. No business may be transacted until a quorum of the Board of Directors is present.

## **Article XII: Amendment or Repeal of Bylaw**

### **Initiated by the Board of Directors**

The Board of Directors will recommend to the membership, altering, amending or repealing such Bylaws or additional By-Laws, as it may deem necessary, proper, expedient and in the best interest of the Club. All alterations or amendments to the Bylaws must be authorized by the affirmative vote of more than 50% of the members responding to a general ballot in person or by mail and are eligible to vote. Such alteration or amendment will become effective immediately after acceptance by membership. Any changes in the Bylaws made by the Board of Directors and accepted by the membership shall be circulated to the membership of the Club, in writing, by mail, within thirty (30) days of the accepted changes.

### **Initiated by the Membership**

"Proposals for amendments, repeal or adoption of new Bylaws may be made by petition. The original legible signatures of 25% of the membership eligible to vote would be required. The original petition will be delivered to the Board of Directors. The petition will be complete in its context and explain in detail the purpose of the proposal and its proposed benefit to the entire membership. The Board of Directors will review the petition as soon as possible but not later than thirty (30) days following its being received and read at a regular meeting of the Board of Directors. *The Board of Directors will accept a valid petition with the required number of signatures as evidence of membership support, and no special meeting of the membership will be required.* A general ballot will be prepared and mailed out to the entire membership for voting in accordance with the preceding paragraph. Which reads "All alterations or amendments to the Bylaws must be authorized by the affirmative vote of more than 50% of the members responding to a general ballot in person or by mail and eligible to vote".

## **Article XIII: Procedure at Meetings**

Subject matter not addressed in these Bylaws shall be governed under RCW-24.03 of which Pleasant Forest Camping Club is incorporated under in the State of Washington. Robert's Rules of Order Newly Revised will govern the proceedings of all meetings of the Pleasant Forest Camping Club, when not inconsistent with these Bylaws.

## **Article XIV: Rules and Regulations**

The Rules and Regulations of Pleasant Forest Camping Club are published in conjunction with and are part and parcel of the Bylaws. The entire publication of the Rules and Regulations shall comprise the last article of the Pleasant Forest Camping Club, nothing contained in these Bylaws or Rules and Regulations and Covenants is deemed in conflict with the county and state requirements in connection with the business affairs of this corporation. Any Bylaw, Rule and

Regulation/ Covenant in conflict with the requirements of any county or state instrumentality respecting the same shall be deemed automatically amended to comply with those requirements.