

## WELCOME PACKET

## Pineloch Sun

 Beach ClubOur little slice of paradise.



## welcome to the family!

## A NOTE FROM THE PINELOCH SUN BOARD PRESIDENT

On behalf of the Board of Directors and your neighbors, we'd like to welcome you to the Pineloch Sun family. Pineloch Sun has three Divisions with both full-time and part time residents. We have a beautiful Lodge where members come to relax, watch TV, read a book, take a dip in the pool, challenge a friend to a friendly game of pool, ping pong, tennis or basketball. Surrounding areas offers outdoor recreation from mountain biking, hiking, fishing, camping, snowmobiling, skiing and boating.

In this Welcome Packet, you'll find some helpful information including a copy of our Covenants, Rules \& Regulations and Bylaws. Please review and reach out with any questions. Our guiding principles are Consistency, Transparency and Continuous Improvement which guides
how we operate. We have Quarterly HOA meetings and an annual membership meeting - you're welcome and encouraged to attend these meetings.

I look forward to seeing you on the hill.

## Mark Selin <br> President, PLS Board of Directors

# Board of Directors Meet Your Board 

## MARK SELIN, President

Mark's been a member of the Pineloch Sun community for over 20 years, serving as President of the HOA for the past 5 years. Professionally, Mark works in international sales strategy \& operations in the tech industry. Mark brings his leadership experience and calm personality to helping manage PLS business with a collaborative approach. Mark \& his wife Stephanie, enjoy making memories at the cabin with their children. From snow play to pool time and hikes - they love it all!

## DAVE ALDRICH, Vice President

Dave currently serves as Vice President on the PLS Board. He has been the driving force behind our technology needs, including the ever-popular live web cam. Dave has a passion for teaching Spanish to his students at Cle Elum High School and plays the bass in a band. He is a full-time resident at PLS and recently built a state-of-the-art "she-shed" for his lovely wife.

## BOB PIROG, Secretary

Bob has been a member of the Pineloch Sun community since 2005 and has served as Board Secretary since 2015. Bob and his wife Donna, enjoy their cabin time as much as possible, especially snowmobiling around our beautiful trails. When not traveling the country in his RV, Bob likes to hunt. From Bob, "The Pineloch Sun community has so much to offer its members. We've met so many friends here and enjoy everything that comes with living in this beautiful area."

## BONNIE STEINLEIN, Treasurer

Bonnie \& Matt, discovered Pineloch Sun in 2013. They quickly settled into their little slice of paradise and have been enjoying all the recreational opportunities this wonderful community has to offer since. Bonnie joined the Board in 2014 as Treasurer and has been happily counting pennies ever since.

## KEN DORN, Roads ©

Ken has been a Board Member since November 2014, focusing on all-things Roads \& Maintenance Have you seen the beautiful new PLS signs throughout the community? We can thank Ken for
those! Ken first discovered Pineloch Sun in the summer of 2003 and that was it. He's been enjoying all the adventures, recreation and beauty that Upper Kittitas County has to offer ever since. Ken loves introducing his friends \& family to our little oasis East of the Cascade Mountains..

## ROBB LOWY, Water

After a long career as a geologist and environmental engineer, Robb packed up his houseboat and he and Jane moved to their forever home in Pineloch Sun. In the 3 years they've been here, they've immersed themselves into their new community and have even purchased the Alpine

Lake Chalet Motel in Cle Elum. When not overseeing the renovation of the hotel, Robb is a volunteer firefighter for Fire District 6 and a Masters' level rugby league player.

## CELESTINA MURPHY, Communications

Celestina brings her passion for connecting people to the Pineloch Sun community. She's been busy creating ways to reach members, managing the Pineloch Sun website, Facebook Group and Tree Top Times eNewsletter. Celestina works in Marketing at T-Mobile and was a confirmed "city girl" until she fell in love with a cozy little A-frame \& she's traded her high heels for hiking boots.

## staying in touch

## New Member Information

Please complete the information below so we know how to get in touch. We'll email updates, announcements and HOA dues invoices. If we don't have an email, we'll mail to you.

* Required

Member Name *

Your answer

## Sign in to continue

To fill out this form, you must be signed in. Your identity will remain anonymous.

Report Abuse

Mailing Address *

Your answer

## Division/ Block/Lot

## Your answer

## lodge guidelines © ammenities

## members $\mathbb{O}$ guests

Members must be in good standing to use the Lodge facilities and everyone must sign in. You can bring up to 8 guests at a time and children under 12 must be accompanied by a parent.

## facilities

The Lodge is available to members for quiet activities. We observe a no-smoking policy, no wet clothing is allowed in the Lodge and shirt and shoes are required for health \& safety reasons. The Fireside Room is free to reserve - there's a simple form to complete. If you use the kitchen area, please remove garbage and clean any dishes you use.

## pool

There is no lifeguard at the pool. Please be safe and keep a watchful eye on your children. Showers are required before entering the pool and hair should be pulled back. Food \& drink are allowed in the deck area.

## wifi

Lodge has free wifi. No password needed.

## bbq $\mathbb{C}$ firepit

A bbq and firepit are located on the Lakeside deck for members to use. Propane is iprovided.

## games © equipment Tennis court, ping pong, pool table and basketball court are available at a firstcome, first-serve basis. Please show appropriate courtesy if people are waiting.

## television

Need somewhere to watch the Seahawk game? We have two televisions with cable for your viewing pleasure.

## computer $\mathbb{E}$ internet

The Lodge has free internet for our members and guests. There's also a computer so you don't have to totally disconnect.

## camera $\mathbb{E}$ weather app

We have cameras looking out to the pool area and Lakeview, along with the local weather app on Pinelochsun.org.

## good stuff to know

## bear ©̌ wildlife

We're in the mountains which means our neighbors are deer, bears \& other wildlife. Please respect nature, don't feed them or try to pet them and always secure your garbage to not attrack the bears. Safety first.

## communication

We work hard to be transparent and open with our communication to our members. We'll send notices via email, The Treetop Times eNewsletter, PLS website, Facebook pag.e and notices in the Lodge.

## fire ban

Kittitas County will let us know when wood fires - both inside and out - are allowed and not allowed. We'll update on the website, Facebook page and via email. Propane fires area allowed.

## firewise

We're a proud Firewise Community, which means we actively participate in activities that help protect our community from wildfires, including The Roving Chipper Program. Keep property clean of debris, limb trees \& remove any fire hazards from your property.

## garbage $\mathbb{E}$ yard waste

We don't have garbage service. Waste Management won't go up our hill. There's a local dump across the street from the school between Roslyn \& Cle Elum.. Pine needles are considered garbage so you can't put them in yard waste. Yard waste is cheaper to dump.

## gates opening © © closing

When the gates open an close are all dependent on the weather and safety for our members. We'll give you as much of a heads up as possible before closing the gates. We also monitor weather forecasts before opening the gates. Safety is our top priority.

## internet provider

Our local internet provider is Inland Internet. You can get high-speed internet, cable and security services. 509.649.2211.

## little arizona

Pineloch Sun has a dumping area where members can bring items to burn, mostly yard debris but anything that can burn. No metals or plastics. It closes during high fire season, usually around Memorial Day.

## propane refill

You can fill Propane at Willettes, Rent me Rentals, Cle Elum Hardware, \& Whispering Pines. Whispering Pines is also a good resource if you need to dump your RV.

## speed limit © O vehicles

Speed limit on the hill is 10 mph . Please respect this limit and make sure you're guests do too. Vehicles should be licensed \& registered. We have a lot of walkers, dogs and quads on the hill. Please be safe.

## tree removal

If you have a tree that you want removed, you'll need prior approval. This is to protect our environment and make sure the tree removal is justified. Most requests are approved. just complete the Architectural Request Form.

## water $\mathbb{O}$ meters

Our water comes from a flooded old coal mine in Ronald. The meters are in settlers located at one of the font corners of your lot. The meters were installed to comply with state law.

## winterizing

Pipes will freeze in the winter. Make sure to drain your pipes and turn off your water to avoid pipes breaking.

## local attractions

## Heritage Distilery

This locally owned and family operated distillery is a must visit. Join the monthly membership club or stop by for a tasting with friends \& family.

## Roslyn Movie Theater

Described as on of the town's gems, enjoy big-box releases in a truly unique movie-going experience. The popcorn is a must try.

## Roslyn Museum

The Roslyn Historical is a must see for those wanting to dig into Roslyn's past. Learn all about the rich mining history and tragic losses.

## Roslyn Yard

A wonderful open space where you can meet friends, sit around the fire, or grab a drink from Basecamp. In the summer months, enjoy live music.

## Roslyn Farmers Market

The Roslyn Farmers Market is a local favorite. Come support local food vendors, crafters, artisans and entertainers at the wonderful market.

## Speelyi Beech

Talk a walk along the pebbled sand beach with mountain backdrop and beautiful water. Drive down or take the path behind the Lodge.

## The Brick Saloon

The world-famous Brick Saloon has been in Roslyn since 1889. Check out the gorgeous bar \& spittoon .while listening to some live music or playing a friendly game of shuffleboard.

## Trails for Miles

We have it all - trails for snowmobiling, ATV riding, hiking or mountain biking.

# rules $\mathbb{E}$ regulations <br> GENERAL 

## 1. MEMBERS

Member shall be defined as legal owner and/or spouse. There is only 7 member per lot, regardless of number or partial owners of the lot. Immediate family shall be defined as children living at home and being supported by parents.

## LODGE FACILITY

## 2. CLUBHOUSE USE

Club members in good standing, as defined in the Bylaws of Pineloch Sun Beach Club, Inc. (Article III, Section 2) will have use of the lodge and club facilities. No member may use them in such a way that another will be excluded from using them. Entry to the club facilities may be obtained by signing the registration book. Club members who are not in good standing, as defined in the Bylaws of Pineloch Sun Beach Club, Inc. (Article III, Section 4) will not be admitted to the Lodge or allowed to use club facilities, either as a member or guest.

## 3. USE BY IMMEDIATE FAMILY

A member's immediate family may use the lodge and club facilities, provided that they are 12 years or older, and that they register at the door before using the club facilities. "Immediate family" includes children living at home and being supported by parents.

## 4. USE BY EXTENDED FAMILY

Extended family (grown children, their spouses and children) who are registered at the Clubhouse will be able to use the pool unaccompanied by the member on weekdays only, except those weekdays which fall on three-day weekends, Memorial Day thru Labor Day. Extended family members are not allowed to bring guests. Extended family usage is not restricted during winter season.

## 5. CHILDREN

All children under 12 years of age must be accompanied by a parent. Children of members 12 and over and not accompanied by a member may bring only 2 guests.

## 6. NUMBER OF GUESTS

A member may bring up to 8 guests at any one time regardless of the number of lots owned. Member must be present with their guests when using the lodge or pool.

## 7. CONDUCT

The Superintendent or the Superintendent's designee may remove any member or guest from the lodge premises for conduct which is in violation of the club's rules and detrimental to the welfare of the club's members. Such action will be immediately reported, in writing, to the Board of Trustees. The action may be appealed to the Board of Trustees.

## 8. CLUBHOUSE HOURS

## Winter

Pool Closed
Monday thru Thursday: Closed
Friday: 5pm - 9pm
Saturday: 10am-8pm
Sunday: 10am - 5pm
Christmas Eve: Closed
Christmas Day: Closed

## Summer

Memorial Day thru Labor Day
Monday thru Thursday: 10am - 9pm
Friday \& Saturday: 10am - 10pm
Sunday: 10am - 9pm (10pm if Monday is a national holiday)
Daily - Pool closes one hour before the lodge closes or dusk.
Hours may be changed due to social events, non-use of facilities and an appropriate and justifiable reason.

## 9. GENERAL LODGE FACILITY RULES

A. The lounge is available for quiet activities.
B. No smoking is permitted in the Lodge.
C. No wet bathing suits are allowed in the Lodge.
D. Shoes and shirts are required for health and safety reasons.

## 10. KITCHEN

A. The kitchen facilities are available to all members.
B. All garbage must be disposed of properly.
C. PLS dishes, utensils, etc. used by members must be washed and put away following use

## 11. GAMES/ EQUIPMENT

A. The tennis court, table tennis and pool table are available on a first come, first serve basis.
B. If other players are waiting, appropriate courtesies shall be extended to them.
C. Pool players shall be 12 or older unless under the direct supervision of an adult.
D. Single game limit when others are waiting.

## 12. SHOWER ROOMS

A. The club is not responsible for lost or stolen items.
B. Tidiness is the responsibility of each user.
C. No food or drinks are permitted in the shower rooms.

## 13. POOL CONDUCT

A. The pool has NO LIFEGUARD.
B. There is no rowdy or obnoxious behavior permitted in the pool or pool area.
C. Children under 12 , must be accompanied and supervised by a parent or sibling 18 years of age or older in the pool area.
D. Any conduct that conflicts with the pool rules or behavior standards will result in the immediate removal from the pool or pool area. The number of days of loss of pool privileges is at the discretion of the Superintendent.

## 14. POOL RULES

A. State law requires that showers be taken before entering the pool.
B. Swimming suits are the only attire allowed in the pool. (No shorts or cutoffs.)
C. No glass containers are allowed in the pool area.
D. Swimming aids, such as water wings, life jackets etc., will be allowed under direct parent supervision.
E. Play equipment is not allowed unless approved by the manager.
F. Hair over shoulder length must be tied back. (Clogs filters)
G. Children of all ages are allowed in the pool with the stipulation that non-pottytrained children must wear swim diapers and be accompanied by a parent (wading pools available).
H. Food and drink are only allowed on the wooden deck area of the pool.
I. Children in the pool by themselves must be able to stand flat footed in the shallow end of the pool, with their head out of the water. All other youngsters must be accompanied in the pool by an adult.

## PINELOCH SUN COMMUNITY $\not \subset \mathcal{O}$ LOTS

## 15. PARKING AREAS AND ROADWAYS

A. The entrance to the lodge is a 20 foot dedicated county road that extends to the lodge and must not be blocked. All vehicles blocking this road will be towed at the owner's expense and the Club will not be responsible for damage to vehicles or equipment.
B. Park in designated parking areas only. All snowmobiles must be parked off the roadways during winter to allow clearing by the snow cat.
C. Roads in Divisions I and II will be closed during the winter months to all two and four wheel drive cars and trucks. (Exception is Lakedale Drive)
D. Temporary overnight parking of recreational vehicles in club parking areas shall be allowed at the discretion of the manager in the middle parking lot only.
E. No trailers with or without snowmobiles shall be parked in the lower or middle parking lots during winter months to allow for snow cat use.
F. All snowmobiles must be removed from the parking lot by May 1st of each year or they will be removed at the owner's expense and the club will not be responsible for any damage.
G. All parking on PLS property shall be by permit only in winter months.

## 15. PARKING AREAS AND ROADWAYS (CON"T)

H. Members in good standing will be issued a parking permit each fall to be used for winter parking.
I. No long-term parking of snowmobile trailers on PLS property. Trailers left unattended for more than 4 days will be towed.
J. All vehicles must observe the posted speed limit of 10 miles per hour.
K. Persons operating off road vehicles and motor bikes are required to:

- Travel at the posted speed of 10MPH.
- Be old enough and properly instructed to operate vehicles in a safe manner.
- Avoid riding over private property or community club property.
- By law, vehicles are required to have mufflers and spark arresters.


## 16. CAMPERS/ TRAILERS

Members using campers and recreational vehicles must be self-contained or use septic tank hook-up and not allow raw waste water to drain on the ground, per Department of Health regulations. Members may park them on their lots only from May 1st through October 1st of each year.

A "Container Shed" is a transportable steel structure (commercial shipping container) that is manufactured on its own permanent chassis, without any provision for wheels, and designed to be used for commercial purposes with or without a permanent foundation when connected to the required outlets. It may include plumbing, heating, air conditioning and electrical systems contained therein.

Container Shed shall not be used as a single-family dwelling, but is suitable for storage of equipment, building materials, fuel, and miscellaneous recreational equipment including snow mobiles. Inasmuch as appearance is an important feature to allow the structure to blend with the PLSBC surroundings, a Container Shed must have a painted exterior which compliments other buildings in the vicinity and shall be equipped with a roof that will be capable of withstanding the snow load conditions at PLSBC. The roof must have closed ends. Container Sheds may not be stacked or used in pairs to provide open shedding. Limit of one Container Shed per lot. County set-backs rules will apply. Commercial shipping containers may not be placed on properties prior to May 1 of each year and those not converted to Container Sheds must be removed from PLSBC properties by October 1 of each year.

## 17. CAMPFIRE RULES

A. Campfire rules are superseded by the Department of Natural Resources.
B. There will be no open fires without a permit from DNR.
C. All campfires must have screening and fireproof walls.
D. No fireworks are permitted on Pineloch Sun properties .
E. Members are required to have connected water hoses available at their cabin during fire season.

## 18. PETS

Pets will not be allowed to run free. They will not be allowed in the lodge facilities such as tennis court, club areas, etc. Pets must be on a leash when not on owner's property. All members must clean up after their pets, including horses when riding, even on roads.

## 19. CULVERTS

It is the responsibility of every property owner to keep their culverts and ditches clear and clean. Culvert standards of at least 12 " are to be followed when replacing or installing new ones. Any material that is up to Kittitas County code may be used.

## 20. TREE CUTTING

There will be no felling of trees with a diameter exceeding 8 " measured 1 foot from the ground without obtaining prior approval from the PLS Architectural Committee. Member cutting of trees without permission will incur a fine of $\$ 1000.00$ per tree.

## 21. LEASING MEMBERSHIP ON SECOND LOTS

A. Only members in good standing may lease the membership rights to their property.
B. The rights being leased must be from a second lot which does not have a house on it. A member may only lease the rights to one such lot.
C. Lessees must be multiple owners of property in PLS, ownership having been established by record of title.
D. The member must submit a written document signing over the membership privileges to the lessee. The member remains responsible for payment of dues to PLS.
E. The lessee is subject to all rules and regulations governing use of the lodge and pool. The member is responsible for the behavior of the lessee.
F. Rights may be transferred to the lessee for one year and may be renewed at the end of every year. For business purposes, the year shall run from April 1 through March 31.

## 22. SUPERINTENDENT AUTHORITY

The Superintendent or his representative shall have the power to eject any member or guest from the premises for conduct which is, in the Superintendent's judgment, prejudicial to the welfare of the club, and the Superintendent shall report in writing any ejection or such action immediately to the Board of Trustees. A member shall be privileged to appeal any ejection or the Superintendent's action to the Board.

## THESE RULES AND REGULATIONS ARE FOR THE BENEFIT OF ALL MEMBERS, CHANGING CONDITIONS AND/OR ABUSE OF THE USE OF THE FACILITIES MAY RESULT IN ADDITIONAL RULES.

## protective covenants of Pineloch Sun Beach Club

Sunny Lands Development corporation and Roslyn Cascade Company, fee owners of that land in Kittitas County, Washington embraced in the plats entitled Pineloch Sun, Divisions I, II, III and IV recorded or to be recorded in the office of the Kittitas County Auditor, for the purpose of extending to the owners therein the greatest possible peace, enjoyment, privacy, health, comfort, safety and preservation of esthetic values and amenities and of property values do hereby render subject to the following protective or restrictive covenants and provisions all of said property. The same are hereby imposed upon each and every lot, except as hereinafter stated, in said tract or subdivision and said covenant shall run with the land and all subsequent purchasers and owners of any said lots shall take and hold the same subject thereto: and every purchaser and grantee of any of said lots by the acceptance of a deed thereto or contract therefore, accepts and agrees to said covenants as hereinafter set forth:

## 1. Area. The area covered by these covenants is the entire area described above.

2. Land Use. All lots within the plat of Pineloch Sun shall be used only as permitted by the covenants and restrictions contained in this Declaration. The uses of the property allowed by this document may be changed only by the approval of the Architectural Planning Committee of the Pineloch Sun Beach Club, Inc., as provided in the Articles of Incorporation and By-laws of that Washington non-profit corporation. All lots within the plat of Pineloch Sun shall be used for single-family residences, except for any lots that are specifically designated on the plat for park or recreational purposes. So long as any of the declarants, their successors, or assigns own any part of the property nothing contained in this Declaration shall be construed to prevent any of the declarants, their successors, or assigns from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the property.
3. Architectural Control. No building or structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted and approved in writing by the Architectural Planning Committee. The determination of the Architectural Planning Committee will be based upon the quality of workmanship and materials, harmony of exterior design with existing structures, and the location of the proposed building or structure with respect to the topography and finish grade elevation. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the commencement of construction until the exteriors of such buildings and structures are completed and painted or otherwise suitably finished within twelve (12) months of the date of commencement. All buildings and structures shall be of new construction and no limitations of any materials shall be used for exterior finish.
4. Architectural Planning Committee. The Architectural Planning Committee is composed initially of the members of the Board of Trustees of Pineloch Sun Beach Club, Inc. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument, to change membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.
5. Dwelling Cost, Quality and Size. The floor area of the main structure of these dwellings, exclusive of one-story open porches and garages, shall not be less than 800 square feet, which shall include second floor space. No dwelling shall exceed a maximum height of twenty-two (22) feet from the original grade without written approval from the Architectural Planning Committee.
6. Setbacks. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.
7. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved under, upon and over (1) a five (5) foot wide strip along each side of interior lot lines, (2) the rear five (5) feet of each lot, and (3) the exterior five (5) feet appurtenant and adjacent to the street frontages.
8. Noxious Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become annoyance or nuisance to the neighborhood.
9. Trailers. Trailers and campers will be permitted for use only on a temporary basis or during construction except in specific areas designated for trailers. Areas designated for trailers are Blocks B and C, Division III of Pineloch Sun and additional Blocks that may be added within Division III at the discretion of the Architectural Planning Committee. Trailers permanently parked shall be skirted and placed on a concrete slab. The Architectural Planning Committee may require that the temporary use of trailers and campers be discontinued, by giving 120 days notice.
10. Signs. No sign of any kind shall be displayed to the public view on lot, including "For Sale" and "For Rent" signs, without written approval of the Architectural Planning Committee. In no event shall "For Sale" and "For Rent" signs be displayed to the public view by owners other than declarants so long as the declarants own any portion of the land included within the plat.
11. Livestock. No animals, livestock or poultry of any kind shall be raised bred or kept on any of the property, except that dogs, horses, cats and other domesticated household pets may be kept provided they are not kept, bred or maintained for commercial purposes.
12. Logging. There shall be no commercial logging of any kind on any portion of this plat. Only those trees which are dead, dying or which constitute a hazard to persons or structures or those trees which must be removed to provide for building sites, main driveways or major roads or utility easements, or unduly obstruct view, or otherwise, in the judgment of the Architectural Planning Committee require removal, may be removed.
13. Dumping Garbage. No lot shall be used or maintained as a dumping ground for rubbish or waste. All rubbish, waste and garbage shall be kept in a sanitary containers and hauled away and disposed of. All incinerators or other equipment for the storage or disposal or burning of such materials shall be kept in a clean, fireproof and sanitary condition.
14. Sewage. No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Kittitas County and the Architectural Planning Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.
15. Slash. Owners shall be responsible for compliance with State, County and Federal requirements pertaining to fire permits and slash responsibility and disposal.
16. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
17. Enforcement. Enforcement power resides in the Pineloch Sun Beach Club, Inc., and shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
19. Waiver. The Restrictive Covenants contained herein may be waived or changed by the Architectural Planning Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Planning Committee shall be the sole judge of the necessity for waiving or Changing the Restrictive Covenants.
20. Membership. The owner of each lot of the said property shall be a member of Pineloch Sun Beach Club, Inc. Each member shall be entitled to one vote for each lot owned by or held under contract of sale to him, but no more than one vote per lot shall be cast regardless of the number of owners thereof.

I, A. LUDLOW KRAMER, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

## ARTICLES OF INCORPORATION

of PINELOCR/SUN BRACH CLUB, INC.
a domestic corporation of $\qquad$ Washington,
$\qquad$
was filed for record in this office on this date, and I further certify that such Articles remain on file in this office.

Filed at request of
.....Dano, Cone \& Fraser
200 Re 3rd Ave,
.......P. O. .. Box 499
.......Elensbung, Washington 98926
Attn: Ralph L. Schuller NOW PROPIT
Filing and recording fee. $\$ \$ . . \frac{5.00}{}$
License to June 30, 19........ \$.
Excess pages @ 25 \$ .
Microfilmed, Roll No. 1 1............... F-57 Page ...ํ:-2.7. 21


By this Agreement of Association, the undersigned subscribers thereto, all of whom are of full age and residents of the State of Washington and citizens of the United States of America, do associate themselves with the intention of forming a corporation under and pursuant to R.C.W. Chapter 24.16.

ARTICLE I.
The name of this corporation is PINELOCH/SUN BEACH CLUB, INC.


#### Abstract

ARTICLE II. The purpose' for which this corporation is founded is to operate and exist as a community and social club, exclusively for pleasure and recreation of its members and other nonprofitable purposes, and to accomplish such general purpose to


(a) To acquire as owner or lessee of, and hold title or leasehold to certain private roadways, pathways, and/or other common areas and/or community recreational and other facilities in a proposed subdivision or subdivisions of certain real property in Kittitas County, Washington to be platted as "Pineloch/Sun."
(b) To provide a medium by means of which owners or lessees of Iots or tracts of land in said proposed subdivision or subdivisions can develop, maintain, operate and control the use of said roadways, pathways, common areas and facilities.
(c) To provide a medium by means of which owners or lessees of lots or tracts or land in said proposed subdivision or subdivisions can operate to control the use and improvement of land therein.
(d) To provide a medium by means of which such owners or lessees can cooperate in the organization of recreational and such other activities in their community.
(e) To exercise any or all of the powers permitted to nonprofit corporations by the laws of the State of Washington organized under R.C.W. Chapter 24.16 as the same exist on the date hereof, all of which are claimed as fully as if get forth herein in full, and any subsequent amendments thereto.
(f) All the foregoing purposes and powers are to be exercised and carried into effect for the purpose of doing, serving and applying the things above set forth for the benefit of the following described real property:

Lot 1 (Govt. Lot 1), the South Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 2 of Township 20 North, Range 14 East, W.M., Kittitas County, Washington, EXCEPT the State Highway 2-E right-of-way.

That portion of the Bast Half of the Southeast Quarter of Section 12 of Township 20 North, Range 15 East, W.M., Kittitas County, Washington which lies south of the south right-of-way boundary of State Highway 2-E.

That portion of the NW 1/4 Section 2, Township 20 North, Range 14 East, W.M., Kittitas County, Washington bounded by a line described as follows: Beginning at the Center quarter section corner of said Section 2 , thence $\mathrm{N} 1^{\circ} 37^{\prime} 30^{\mathrm{N}} \mathrm{E}$ along the east boundary of said NW $1 / 4,826.45$ feet to the true point of beginning; thence $\mathrm{N} 1^{\circ} 37^{\prime} 30^{\circ} \mathrm{E}$ along said east line, 811.39 feet, thence West, 275.34 feet; thence $S 47^{\circ} 45^{\prime} 16^{\prime \prime} \mathrm{W}$, 300.00 feet to the east right-of-way boundary of State Highway 2-E; thence s $44^{\circ} 03^{\prime} 20^{\prime \prime} \mathrm{E}$ along said right-of way boundary, 238.39 feet; thence along a curve of radius 1762.81 feet, to the right, an arc distance of 547.65 feet to the true point of beginning.

Govt Lot 2, Section 2, Township 20 North, Range 14 East, W.M., Kittitas County, Washington.

Lots 1-36 of Wildwood, Plat $I$, as per plat thereof recorded in Book 4 of Platg, pages 31 and 32 , in the County of Kittitas, State of Washington.

ARTICLE III.
The address of the registered office of this corporation shall be Post Office Box 8, Ronald, Washington 98940 , and the name of its initial registered agent is ARCHIR S. PATRICK, whose business address is identical with the registered office, and who is a resident of the State of Washington.

ARTICLE IV.

This corporation shall have perpetual existence.
ARTICLE V.
The corporation shall have no capital stock, nor shall it
issue capital stock.
ARTICLE VI.
The corporation shall at all times hereafter be a joint mutual association of the original associates, and such other persons as it may hereafter be admitted to membership in accordance with the By-Laws, of the corporation, all of whom shall constitute only one class of members. The membership and certificates evidencing the same shall be inseparably appurtenant to Lots or Tracts owned by the members, and upon transfer of the ownership or contract for sale of any such lot or tract, membership and certificate of membership shall ipso facto be deemed to be transferred to the grantee or contract purchaser. No membership or certificate of membership shall be transferred, assigned or conveyed in any manner other than the manner set forth in the BY-Laws of the corporation. In the event of the death of a member, membership or certificate of memebership of such deceased member shall be and become the property of the personal representative of such deceased member upon appointment qualification of such in a judicial proceeding and such personal representative shall have all the rights, privileges and liabilities
of such member until title shall be transferred or contracted to be transferred. The property in possession of this corporation shall be managed by the Board of Trustees hereinafter mentioned and only alienated and disposed of in accordance with the By-Laws of the corporation. Members shall be entitled to cast one vote per lot, but no more than one vote shall be cast per lot regardless of the number of owners thereof.

ARTICLE VII.
The primary source of the funds required by this corporation to accomplish its purposes as set forth herein shall be periodic dues to be paid by its members. The amount of such dues and the time of payment thereof shall be established by the Board of Trustees in accordance with procedures set forth in the By-Laws and shall be related to the actual or budgeted necessary expenditures. Funds necessary to meet unforeseen or emergency expenses or those not regularly recurring may be acquired by assessment of the members on an equitable basis by the Board of Trustees. No member shall be assessed for any part of the original cost of any unessential capital improvement no matter how desirable such improvement may be, without his written consent, but the use of any such improvement may be denied to any member who does not consent to assessment therefor.

ARTICLE VIII.
No dividend or profit shall ever be paid to any member, and should this corporation ever have any net earnings, no part of the same shall inure to the benefit of any private member.

ARPICLE IX.
The number, qualifications, terms of office, manner of election, time and place of meetings, and the powers and duties of the initial

Board of Trustees of the corporation and those succeeding the initial Trustees, the agents and committees by whom the purposes of the corporation are to be carried out shall be provided by the By-Laws of the corporation.

The names of the persons who are to serve as the initial Trustees are Archie S. Patrick, Harry S. Patrick, and Bro Lindberg. The initial Trustees are to serve until the Sunny Lands Development Corporation and Roslyn Cascade Company shall complete the sale of the Lots in the four subdivisions of Pineloch/Sun unless at their discretion they wish to turn over the operation of the corporation to a duly elected Board of Trustees elected by the members of the corporation.

ARTICLE X.
The Board of Trustees may make By-Laws from time to time, subject to the power of the membership of the corporation to amend or repeal them.

IN WITNESS WHEREOF, we have hereunto set our hands this $9 t$ day of May, 1969.


# bylaws of Pineloch Sun Beach Club, inc. homeowners association 

## ARTICLE I

NAME AND LOCATION. The name of the corporation is PINELOCH SUN BEACH CLUB, INC. Homeowners' Association', hereinafter referred to as the "Association." The address of the Association shall be 130 Beach Club Road, Ronald, Washington 98940. Meetings of member and directors may be held at such places within the state of Washington, county of Kittitas, as may be designated by the Board of Directors. The Association shall be a non-profit corporation formed under the provisions of RCW 24.03.

## ARTICLE II. DEFINITIONS

2.1. "Association" shall mean and refer to Pineloch Sun Beach Club, Inc.'s Homeowners' Association, its successors and assigns.
2.2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
2.3. "Common Areas" shall mean and refer to all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members of the Association except the Lodge (as defined in Article 2.12).
2.4. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the Members of the Association except the Lodge (as defined in Article 2.12).
2.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Common Areas and Common Maintenance Areas shall not be regarded as Lots.
2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 1 ) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.
2.7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Kittitas County Recorder.
2.9. "Social Members" shall mean and refer to those Members who own Lots in the area commonly referred to as Wildwood. The Lots of Wildwood are legally described as Lots 1-36 of Wildwood, Plat 1, as per plat hereof recorded in Book 4 of Plats, pages 31 and 32, in the County of Kittitas, State of Washington. Social Members shall pay half of the annual dues and assessments described in Article XII. Social Members may still be subject to special assessments, and other charges, fines, or penalties. Except as described in this paragraph, said Lodge privileges and Lodge membership of Social Members are subject to the same conditions and terms as other Members, more fully described herein, and for purposes of Lodge privileges and Lodge membership, the terms "Member/s" or "Social Member" may be used interchangeably.
2.10. "Proxy" shall mean an agreement, acknowledged in writing that entitles another homeowner to vote on your behalf at a meeting of the membership where the homeowner is unable to attend and the agenda indicates a vote of the membership will be cast at the time of the meeting. Voting will typically be conducted using written ballots, and if used, a proxy vote will not be applicable. All proxies shall be in writing and sent to or received by the Secretary of the Board of Directors prior to the anticipated vote.
2.17. "Ballot" shall mean a written ballot, mailed to the homeowner and to be returned to the Secretary of the Board of Directors no later than the date specified on the written ballot. The method designated for returning such ballots will be identified on the ballot form.
2.12. "Agreement of Association of Pineloch Sun Beach Club, Inc." may be used interchangeably with "Articles of Incorporation" or the "Articles".
2.13. "Lodge" refers to that property of Pineloch Sun Beach Club, Inc. containing the swimming pool, basketball courts, tennis courts, recreation buildings, and other certain amenities. Only Members shall have access to the Lodge and Lodge privileges described in Article 2.13.
2.14. "Lodge privileges" means physical access to the Lodge and enjoyment of the facilities and amenities contained therein.
2.15. "Lodge membership" means the designated Members who have access to the Lodge and who have Lodge privileges.

## ARTICLE III. MEMBERS

3.1. Membership. The membership of this Association shall consist of and is limited to the owners of lots in the area described in Article II of the Agreement of Association of Pineloch Sub Beach Club, Inc., and those designated in Article XV of these Bylaws. Those persons are entitled to use the privileges and facilities of the Club, under such rules as the Board may prescribe. There shall be only one voting, membership per Lot, regardless of the number of occupants or those claiming any sort of interest in the Lot.

### 3.2. Transferability. See Article XV.

3.3. No membership shall be forfeited nor any Member expelled except for nonpayment of dues and/or assessments, and no Member may withdraw except upon transfer of title to, or upon contracting for the sale of the lot to which his membership is appurtenant. The Association upon any transfer of membership shall pay no compensation and no Member whose membership is transferred shall be entitled to share or participate in any of the property assets of the Association. Upon the sale or transfer of title to the lot, any and all unpaid dues shall constitute a lien upon the property and the seller and the new purchaser shall both be liable for payment to the Association of membership dues.
3.4. Member access to Lodge. There shall be one Lodge membership per Lot, to be designated by the Lot Owner and annually submitted to the Secretary of the Association. Lodge membership includes the designated Member, spouse or domestic partner, and their children. Lodge membership designation may be changed annually. When the designation is changed, it must be submitted by a Member at the annual meeting in writing. Due to special circumstances presented by a Member at a regular meeting, the Board may alter the designated Lodge membership by a two-thirds (2/3) majority vote.

## ARTICLE IV. MEMBERSHIP MEETINGS

4.1.Annual Meetings. The annual meeting of the Members shall be held on the third Saturday of each September. The meetings will be held at the designated location of Pineloch Sun Lodge or a location selected by the Board of Directors which is convenient to all Members. The purpose of the Annual Meeting shall be to elect the Board of Directors, to receive reports of the officers and committees, to approve a budget for the fiscal year, and to conduct other necessary business of the Association.
4.2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days, and not more than fifty (50) days, before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The Secretary shall sign a certificate of mailing such notice, showing the date and place of deposit in the mail, with a copy of the mailing list attached, which certificate shall be retained in the Association records for a period of five (5) years. Upon deposit of notice into the mail, notice is deemed received by the Member three (3) days after the date of mailing which appears on the certificate of mailing signed by the Secretary. For purposes of determining the date upon which notice was received, Sundays and legal holidays shall be excluded. Legal holidays are those stated in RCW 1.16.050.
4.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or by the Secretary upon written request of Owners owning at least ten percent (10\%) of the lots within the jurisdiction of the Association. Notice of a Special Meeting shall comply with the notice provisions of Paragraph 4.2 "Notice of Meetings".
4.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifteen percent (15\%) of the voters entitled to be cast at the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of incorporation, the Declaration. or these Bylaws. Where a quorum is originally present, business may commence and continue, notwithstanding the withdrawal of Members which would otherwise cause there to be less than a Quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without additional notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
4.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and verifiable. To be considered, proxies must be received by the Secretary before the day of the annual meeting at least one (1) hour prior to the start of the meeting. Proxies are only valid for an upcoming vote and will not remain valid for a longer period of time. A Member may seal a proxy vote for purposes of confidentiality. The Secretary shall note the number of sealed proxy votes which are not to be opened until the date of the annual meeting.
4.6 Voting. Each Lot Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, said person(s) are not entitled to any additional votes. The vote for such Lot shall be exercised as they, by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest on any Lot, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning an interest in the Lot) to vote (in person or by Proxy) the vote for such Lot. The voting rights of any Owner may be suspended as provided for either in the Declaration, or in the Articles, or in these Bylaws of the Association.

## ARTICLE V. BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE

5.1. Management of the Association. The affairs of the Association shall be managed by a Board of seven (7) Directors who are Members of the Association, to be known as the "Board of Directors". To be eligible for the Board of Directors, the Member cannot be delinquent by more than thirty (30) days in his or her payment of dues and assessments and must otherwise be in good standing.
5.2. Term of Office. There shall be seven (7) members on the Board of Directors. The directors shall be elected for three (3) year terms from the three divisions within Pineloch Sun. Four (4) directors shall own Lots collectively from Division I, Division II. Two (2) directors shall own Lots from Division III. The seventh director shall be elected from the membership at large regardless of Pineloch Sun Division and shall serve a one (1) year term. In the event that the Nominating Committee or nominations from the floor at the Annual Meeting are unable to meet the representative requirements for directors per the divisional areas of Pineloch Sun, the Board may accept as nominees any Member or Members in good standing regardless of their divisional address to be voted on at the Annual Meeting. A staggered nomination and election schedule will be established to protect against block turnover of all Association directors and to ensure that continuity is maintained.
5.3. Removal of a director. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event a director is not in good standing, or fails to pay dues, or fails to pay an assessment, his or her removal shall be automatic and recorded in the minutes of the next regular meeting of the Board, at which time his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor. In the event of death, resignation, or removal of a director by means not previously described, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.
5.4.. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for the directors actual expenses incurred in the performance of the director's duties.
5.5.. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting in which they could take at a meeting by obtaining the written or electronic mail approval of a majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.
5.6. Telephone Meetings. Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons. participating in the meeting can communicate with each other at the same time. Participation by such telephone communications equipment means shall constitute present in person at a meeting.
5.7. Wildwood not to have Board position. The area commonly referred to as Wildwood, and more fully described in Paragraph 2.9, maintains and operates its own Board of Directors. Therefore, those Members owning Lots in Wildwood are not eligible for a Board position within the Association.

## ARTICLE VI. NOMINATIN AND ELECTION OF DIRECTORS

6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of three (3) Members appointed by the Board. The appointment of the Nominating Committee shall occur no later than the June meeting of the Board of Directors. When the term of a director is set to expire which would create a vacancy on the Board, the Nominating Committee shall be given instruction by the Board to name at least one (7) candidate per vacancy and present its report at the regular Board meeting in September.
6.2. Procedure. The Nominating Committee will send out letters of interest to the Association Members prior to the regular meeting in July. Members of the Nominating Committee will then contact nominees' to verify their interest. If the nominations are insufficient to fill the vacancies on the Board, the Nominating Committee will solicit interested parties. The nominees' names will be submitted to the Board and Association Members at the regular meeting in August. Additional nominations may be made by the Members in attendance. The Nominating Committee shall make as many nominations for election to the Board of Directors as desired, but not less than the number of vacancies that are to be filled.
6.3. Election. Election to the Board of Directors shall be by confidential written ballot. The election for the Board of Directors will be conducted by ballot and by proxy at the annual meeting. The nominee for each position receiving the largest number of votes shall be elected.

## ARTICLE VII. MEETING OF DIRECTORS

7.1. Regular Meetings. The Board shall meet at least once a month from April through September inclusive, and at least three (3) meetings shall be held in the remaining months of each year at a date set by the Board of Directors. Board meetings shall be held at 9:00 a.m. in the clubhouse on the fourth Saturday of each month, subject to the President`s discretion. Additionally, regular meetings of the Board of Directors may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board.
7.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the Board, or by the Secretary, after not less than three (3) days notice to each director. The notice may be verbal, in writing or by electronic mail. Notice may be waived by the Director by signing a waiver, either before or after the meeting, or by attendance at the meeting.
7.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board, unless the act of a greater number is required by the CC\&R's, Articles of Incorporation, or these Bylaws.
7.4. Open meetings. Except as provided in this subsection, all regular meetings of the Board of Directors are open for observation by all Members of record and their authorized agents. The Board of Directors will keep minutes of all actions taken by the Board, which shall be available to all Members. Upon the affirmative vote in an open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters, consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violation of the governing documents of the Association, preparation for upcoming meeting agendas, other significant decisions deemed necessary by the President and matters involving the possible liability of a Member of the Association. The motion will state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session are to be included in the minutes. The Board of Directors will restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection do not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

## ARTICLE VIII. POWER $\mathbb{O}$ RESPONSIBILITIES OF THE BOARD OF DIRECTORS

### 8.1. Powers. The Board of Directors shall have power to:

8.1.1. Obtain policies of insurance for Common Areas and Common Maintenance Areas including the Lodge.
8.1.2. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas and Common Maintenance Areas, including the Lodge, or the enforcement of the CC\&R's and these Bylaws.
8.1.3. Pay from Association funds, all costs of maintaining the Common Areas and Common Maintenance Areas, including the Lodge.
8.1.4. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner, or Owners of such Lot and the Lot for the cost of such maintenance.
8.1.5. The Board may also pay any amount necessary to discharge any lien encumbrance levied against the entire Properties or any part thereof, which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility. This section shall not affect the right of any Owners, jointly and severally liable to the Association, to a right or contribution, from other Owners also jointly and severally liable under this Section, for sums paid to the Association under this Section,
8.1.6. Pay all utility charges attributable to Common Areas and Common Maintenance Areas, including the Lodge.
8.1.7. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas and Common Maintenance Areas, including the Lodge, constituting the residential community created on the Properties.
8.1.8. Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contact shall be subject to the provisions of this Declaration.
8.1.9. Improve the Common Areas and Common Maintenance Areas, including the Lodge.
8.7.10. Enter any Lot in the event of emergencies. In cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot, prior to such entry. In the event the Lot owner receives notice prior to an entry, the Lot owner or Member occupying the Lot has discretion to refuse to allow entry with the exception of a fire or other emergency endangering the other Lots and Association Members.
8.1.ור. Adopt and publish any rules and regulations governing the Members and their guests and establish penalties for any infraction thereof.
8.1.12. Declare the office of a Member of the Board to be vacant in the event that a Member of the Board is absent from three (3) consecutive regular meetings without approval by the Board. For purposes of this paragraph "regular meetings" means those monthly meetings from April to September.
8.1.13. Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees and fix the compensation thereof.

### 8.1.14. Pay for all goods and services required for the proper functioning of the

 Common Areas and Common Maintenance Areas, including the Lodge.8.1.15. Impose annual and special assessments with approval of a majority vote by the Members.
8.1.16. Open bank accounts on behalf of the Association and designate the signatories required.
8.1.17. Exercise for the association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.
8.1.18. Adopt and publish rules and regulations governing the use of the Common Maintenance Areas and the Lodge, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infractions thereof.
8.1.19. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment or penalty levied by the Association. Voting rights may be suspended, without hearing, for the period the homeowner is out of compliance with any provision of the CC\&R's. The homeowner will be notified that voting rights have been suspended for the period of noncompliance.
8.1.20. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and which are not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the CC\&R's.

### 8.1.21. Within thirty days after adoption by the Board of Directors of any proposed

 regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, a majority of Owners in the Association reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.8.2. Responsibilities. The Board of Directors shall have the responsibility to:
8.2.1. Enforce the provisions of the CC\&R's and these Bylaws.
8.2.2. Cause to be kept a record of all the Associations' acts and corporate affairs, including, but not limited to, corporate finances.
8.2.3. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
8.2.4. As provided in the CC\&R's, to:
8.2.4.1. Send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual due date.
8.2.4.2. Take any and all enforcement action deemed necessary to fulfill the objectives and provisions set forth in the CC\&R's or the Bylaws, including but not limited to, restricting a Member's access to the Lodge and Lodge privileges for delinquent payment of dues and/or assessments or for other violations of the rules and regulations of Pineloch Sun Beach Club Inc.
8.2.4.3. Foreclose the lien against any property for which assessments or other charges are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obliged to pay the same.
8.2.4.4. Take such action, as the Board deems appropriate, to collect any other funds owed to the Association by Association Members or by third parties, including recording and foreclosing any liens upon Member's Lots for assessments or other charges due the Association, including foreclosure of assessments or liens placed on property for non-compliance with the CC\&R's.
8.2.4.5. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate (receipt) setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
8.3. Standard of Care for Directors. A Director performs the duties of a Director, including the duties as a Member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
8.3.1. In performing the duties of a Director, a Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by; (a) One or more officers or employees of the Association whom the Director believes to be reliable and competent in the matter presented, (b) Counsel, public accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence, or, (c) A committee of the Board upon which the Director does not serve, duly designated in accordance with a provision in the Articles of Incorporation or Bylaws, as to matters within its designated authority, which committee the Director believes to merit confidence; so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted. This section does apply where the consequences of an act, omission, error, or negligence are covered by the insurance obtained by the Board.
8.3.2. If the statutory standard of care is, at any time, different than the standard of care set forth in these Bylaws, the Bylaws are deemed amended so that the standard of care is that standard set forth statutorily for nonprofit corporations in the State of Washington.

### 8.4. Indemnification of Directors and Officers

8.4.1. Right of Indemnification. The Association indemnifies its Directors and Officers against all liability, damage, or expense resulting from the fact that such person is or was a Director or Officer, to the maximum extent and under all circumstances permitted by law. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article is not exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of the Owners, or vote of the disinterested Directors or otherwise.
8.4.2. Insurance. The Association may maintain insurance, at its expense, to protect itself and any Director, officer employee, or agent of the Association against any expense, liability, or loss, whether or not the Association would have the power to indemnify such person against such expense, liability, or loss under the Washington Nonprofit Corporation Act. The Association may enter into contracts with any Director or officer of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation. a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.
8.4.3. Advance Payment. The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Act or otherwise.

## ARTICLE IX. OFFICERS AND THEIR DUTIES

9.1. Enumeration of Offices. The officers of this Association, who will also serve as Directors of the Association, shall be a President, a Vice-President, a Secretary, a Treasurer, and others such Officers as the Board may, from time to time, create by resolution. By resolution, assistants may be appointed who are non-Members to assist the Treasurer and/or Secretary. The assistant's term will coincide with that of the officer and his or her duties will be determined by the Board.
9.2. Term. The Officers shall hold office for the duration of one (1) year, unless he or she sooner resigns. Or shall be removed or otherwise by disqualified to serve. The term of the officer shall begin following the Annual Meeting. At that time, the Board of Directors shall elect a President, Vice-President, Secretary, and Treasurer from their number.
9.3. Meetings. The Officers and Board members shall conduct meetings, as needed to accomplish the business of the Association and duties of the Officers. Those meetings are generally held monthly April through September, and then three (3) additional times throughout the remaining months of each year, in addition to the Annual Meeting held on the third Saturday of September of each year. The date and location of each meeting is within the discretion of the Officers and will be made available to the Association in regular notices in advance of the meeting.
9.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
9.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by a five-sevenths (5/7) vote of the Board. Any officer may be removed from office with or without cause by a majority vote of the Members. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event an officer is removed by vote of the by the Members, said officer will be automatically removed from his or her position on the Board, and a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor. If the officer is removed by vote of the Board then the Board shall call a special meeting, whereby the Members may elect by majority vote to remove the former officer from his or her position on the Board. In the event an officer resigns from office, said officer may remain on the Board, in the event the Board, by majority vote, determines the resignation was in avoidance of being removed, the Board shall call a special meeting, whereby the Members may elect by majority vote to remove the former officer from his or her position on the Board.
9.6.. Vacancies. A vacancy in any office may be filled by appointment by the remaining officers. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.
9.7. Multiple Offices. Any officer, other than the President, may occupy two (2) offices concurrently if the Board so desires.
9.8. Duties. The officers and their duties are:
9.8.1. President: The President shall prepare meeting and agenda; preside at all meetings of the Board of Directors and meetings of the membership; ensure appointment and supervision of all committees; ensure that orders and resolutions of the Board of Directors are carried out; sign all leases, mortgages, deeds and other written instruments; co-sign all checks and promissory notes; serve ex-officio on all committees except the nominating committee; exercise and discharge such other duties as may be required of the President by the Board of Directors.
9.8.2. Vice-President: The Vice-President shall act in the place of the President in the event of the President`s absence, inability or refusal to act; coordinate the committees; exercise and discharge such other duties as may be required by the Board of Directors. 9.8.3. Secretary: The Secretary shall keep the minutes of all meetings and proceedings, including votes of the Board of Directors and the Members. Maintain records of such minutes and proceedings, including votes; keep the corporate seal, if any, of the Association and affix it on all documents requiring, said seal; serve notice of meetings of the Board of Directors and the Members, and issue any other notices required by the Bylaws or as designated by the Board of Directors; perform such other duties as required by the Board of Directors; maintain and keep secure the official records of the Association, which shall be kept at the Association`s primary place of business and in accordance with Article XI; record and date reports received by the committees, and further record what action, if any was taken on them. The reports shall be made part of the official records of the Association. The Secretary may prepare, execute, certify, and record amendments to the governing documents on behalf of the association.
9.8.4. Treasurer: The Treasurer may keep proper books of account; send notices of dues and assessments to Members; receive and deposit all cash receipts of the Association into appropriate bank accounts; monitor delinquent accounts and advise the Board of Directors on appropriate collection actions; disburse funds of the Association upon the presentation of properly rendered and approved vendor invoices or as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; arrange for an annual review of the Association's insurance coverage; present a preliminary for the upcoming year at the annual meeting of the Membership; prepare monthly Statement of Operations and Statements of Financial Position for presentation at Board of Directors meetings; cause an annual audit of the Association books to be made by a financial review committee from the Membership or a public accountant, prepare and send an annual Statement of Operations and a Statement of Financial Position to the Members; maintain a directory of the Members of the Association. The Treasurer, at least once annually, shall prepare, or cause to be prepared, a financial statement of the Association.

## ARTICLE X. COMMITTEES

10.1. The Association may appoint committees as provided in the Declaration and in these Bylaws. Nothing in these Bylaws prohibits the Board from determining a committee listed below is not necessary to the functioning of the Association. Thus, by majority vote, the Board may elect not to Form or eliminate any committee other than the Architectural Committee and the Budget Committee.
10.2. Unless otherwise stated, each respective committee listed below may unanimously designate one or more of its members or a third party to act on behalf of the committee with respect to ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire committee. No member of any committee shall be entitled to any compensation for services performed on behalf of the committee. Committee members shall have no financial liability resulting from actions undertaken on behalf of the committee. Committee decisions shall be determined by a majority vote of members of each respective committee.
10.3. Architectural Control Committee ("ACC"). The Architectural Control Committee shall be designated by the Board and consist of not less than three (3) and not more than five (5) Members. The purpose of the ACC shall be to enforce the Covenants for the various divisions of Pineloch Sun Beach Club, Inc. An election to fill either a newly created position on the ACC or a vacancy on the ACC requires the vote of a majority of the entire Board. However, the Board is not obliged to fill a vacancy on the ACC unless the membership of the ACC numbers less than three (3) persons. Special preference will be given to Members who have a background as an architect or as a civil engineer.

### 10.4. Nominating Committee-As described in Article VI of these Bylaws.

10.5. Road and Water Committee ("RWC"). The President may appoint this committee of three (3) Members to supervise and direct, review and recommend procedures for the maintenance of the water system, swimming, pool, and roads of the Association. The RWC shall maintain a file of current policies and procedures for proper maintenance of each said systems as well as a log in which improvements and repairs, dated, and authorized, shall be recorded.
10.6. Bylaw Committee. No less than three (3) and no more than five (5) Members shall be appointed by the President to insure that this Association follow its own basic rules.
10.7. Budget Committee. There shall be a Budget Committee. The membership of the Budget Committee may be composed of the Treasurer and three (3) other Members appointed by the President in February following the annual meeting. The duty of this committee shall be to prepare a budget for the next fiscal year beginning the first (1st) day of April and submit it to the Board at its regular meeting in June.
10.8. Social Committee. Three (3) Members may be appointed by the President to the Social Committee. The Social Committee shall plan and implement the social activities of the Association. There shall be a chairperson of this committee as designated by the President. The chairperson may from time to time name other Members to this committee as the need arises. The Social Committee may unanimously designate one or more of' its members or a third party to act on behalf of the Social Committee with respect to ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the three (3) Members who were appointed by the President to the Social Committee, but not by those Members who may have been later added at the discretion of the chairperson. No Member of the Social Committee shall be entitled to any compensation for services performed on behalf of the Social Committee. Social Committee members shall have no financial liability resulting from Social Committee actions. Any Social Committee decisions shall be determined by a majority vote among the three (3) Members who were appointed by the President to the Social Committee.
10.9. Safety Committee. The President may appoint three (3) Members to work with the managers who will help provide protection and ensure security by securing devices to alert the membership against the danger of fires and other damages. It shall work to improve the quality of conditions in and surrounding Pineloch Sun Beach Club, Inc.
10.10. Special Finance Committee ("SFC"). Three (3) Members shall be appointed by the President for the purpose of preparing an annual fiscal audit. The fiscal year shall be from April I through, and including, March 31 of each and every year.
10.11. Ad Hoc Committees-As required to perform special projects. The Board may designate and form committees for a special project, to be known as a Special Project Committee ("SPC") or any other name the Board determines appropriate. A SPC is automatically disbanded once the special project is completed. For whatever reason, a SPC may be disbanded at any time by a majority vote of the Board.

## ARTICLE XI. BOOKS AND RECORDS

The books, records and papers, excluding confidential voting ballots, of the Association shall at all times, during reasonable business hours, be available for inspection by any Member.

## ARTICLE XII. ASSESSMENTS, DUES AND COLLECTION PROCEDURES

12.1. Each Member is obligated to pay to the Association annual and special assessments, and other charges, fines, or penalties. The amount of the annual and special assessments is to be proposed by the Board and approved and voted on by the membership at the Annual meeting. Special assessments may be proposed at a meeting specifically called for the purpose of membership voting on the special assessment. All such charges or fees are secured by a continuing lien upon the Property against which the assessment or other charge is made. Any assessments or other charges which are not paid within thirty (30) days after the due date may bear interest from the date of delinquency at the rate of 12 percent (12\%) per annum and assessed up to an additional two hundred dollar (\$200.00) late fee per month while the assessments remains outstanding, furthermore, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment or other charges, by which the Owner shall be personally obligated to pay. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and Common Maintenance Areas and the Lodge or abandonment of the Owner's Lot. Persons becoming Owners or Members after the levy of dues, assessments, or special assessments, whether by accepting a deed to or executing a contract to purchase a Lot to which unpaid dues, assessments, or special assessments, are allocated, shall become personally obligated to pay the same. including any costs, attorney`s fees, and interest, all of which shall constitute a lien on the lot. Liens for delinquent assessments and other charges shall be recorded in the office of the Kittitas County Recorder. 12.1.2. In addition to any attorney's fees and costs recoverable in an action brought under this section of the Bylaws, the Association shall be entitled to recover any costs and reasonable attorney`s fees incurred in connection with the enforcement of any provision in the Governing Documents, whether or not the enforcement activity results in suit being commenced or prosecuted to judgment.
12.1.3.. Payment Plans. Nothing in Article XII or these Bylaws prohibits the Board from working out an acceptable payment plan with a Member who is late in dues or assessments due to special circumstances. The Member is responsible for providing the Board with a schedule of a payment plan which shall be provided at a regular meeting. Upon a two-thirds (2/3) majority vote by the Board, it may elect to take all or some of the following actions: accept or deny the Member's proposed schedule of payments, waive late fees, waive any accrued interest, and/or reduce the overall amount owed by the Member by twenty-five percent (25\%). Any payment schedule or related action in this section requires a two-thirds (2/3) majority approval by the Board of Directors.
12.1.4. Fines. The Board may, after notice stating the violation and an opportunity to be heard by the Board or by a representative designated by the Board and in accordance with the procedures as may be provided in these Bylaws or by the rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violation of the Bylaws, rules, and regulations of the Association. A nonprevailing party is required to reimburse the Association for their costs, including reasonable attorney's fees, in connection with the matter. Fines shall not exceed the maximum amounts set forth in a fine schedule previously established by resolution of the Board, and published to all Owners. Fines shall constitute assessments secured by a lien upon the Lot belonging to the person against whom it was assessed and shall be collectible consistently with subsection 12.1.
12.2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvements and maintenance of the Common Areas and Common Maintenance Areas including the Lodge.
12.3. The Board of Directors shall fix the annual assessment in accordance with the above recited standards with assessments made in September of each year and due no later than May 1 of each year. A statement of the annual dues shall be mailed to each Member at the Member's address on file with the Secretary by March twenty-fifth (25th) of each year.
12.4. The annual dues per lot shall be due and payable on the first (1st) day of April and delinquent on the first (1st) day of May of each year. Certified letters may be sent on the tenth (10th) day of May of each year to delinquent accounts with notification that legal action may be taken if no response is received in ten (10) days. On the first (I") day of June, all unsettled accounts may be placed in the hands of an attorney for further action.
12.5. Wildwood Plat. Membership in the Association may be accepted for Owners Lots 7 through 36 of Wildwood Plat 1. Said membership is described herein as a "Social Member" and subject to conditions and terms listed in these Bylaws, including the payment of special assessments related to: (a) Lodge privileges, (b) Lodge Membership, and (c) other operations, capital improvements, maintenance, or other acts and occurrences which are beneficial to Wildwood. Wildwood Lot Owners will be required to pay an initial membership fee and dues in the amount of one-half (I/2) as those paid by Members of Pineloch divisions I, II, and III Recognition of a Social Membership is primarily for designating access to those Lot Owners of Wildwood as having Lodge privileges and Lodge membership. Lot Owners in the Wildwood Plat have the same voting privileges as those other Members of the Association.

## ARTICLE XIII. AMENDMENTS

13.1. These Bylaws may be amended by five (5) affirmative votes of the Board of Directors. When the Board seeks to amend these Bylaws, it must first provide thirty (30) days notice to the Members. The notice shall include (a) the current Bylaw provision(s) sought to be amended, and (b) the proposed language were the amendment voted upon and passed. Notice is sufficient if the conditions of this section have been met and said notice is mailed (by first class regular mail or through electronic means "email") to the address of the Member last appearing on the books of the Association or through an email address provided by the Member to the Association.
13.2. The Members shall have concurrent power to amend the Bylaws by a two-thirds $(2 / 3)$ affirmative vote at the Annual or Special meeting of the Members. Member(s) who are delinquent in payment of any type of assessment or due are not allowed to vote, At least a quorum of Members must be present in person or by proxy. Proposed amendments must be submitted to the Board sixty (60) days in advance of the Annual or Special meeting of the Members. The Board must then send a list of any proposed Bylaw changes to the membership thirty (30) days in advance of an Annual or Special Meeting.
13.3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the CC\&R's and these Bylaws, the CC\&R's shall control.

## ARTICLE XIV. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of April and end on the 31st day of March of every year.

## ARTICLE XV. LIMITS ON DELEGATION OF USE

Any Owner may delegate his or her right of enjoyment of Common Areas and Common Maintenance Areas to members of their immediate family, or to tenants and their immediate family living at the residence. However, for purposes in delegating these rights "Common Areas and Common Maintenance Areas" shall not include access to the Lodge or Lodge privileges. In the event an Owner rents or leases his Property, a copy of these Bylaws and the Declaration, as well as any rules or regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of these Bylaws and the Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Areas or Common Maintenance Areas (or any other areas maintained by the Association) or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor, or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of damages, which shall be assessed or collected against the Owner or Owner's property as any other assessment.

ARTICLE XVI. VENUE

Venue, for purposes of these Bylaws, is Kittitas County, Washington
ARTICLE XVII
These Bylaws shall be effective from and after: $\qquad$ 2010 and shall remain in full force and effect until amended or rescinded. Such action to be recorded in the Secretary`s minutes. These Bylaws supersede any prior Bylaws of this Association.

IN WITNESS THEREOF, we, being the Directors of Pineloch Sun Beach Club Homeowners' Association, have hereunto set our hands on the dates) indicated below:



Date


Date


Date

$12-8-12$
Date
$12-8-12$
Date
$\qquad$
Date

