

**After Recording Return To:**  
 Timberlake Community Club, Inc.  
 2880 East Timberlake West Drive  
 Shelton, Washington 98584-7936

**AUDITOR'S RECORDING NUMBER:**  
  
**1871457**

DOCUMENT TITLE:	Bylaws of Timberlake Community Club
REFERENCE NUMBERS OF RELATED DOCUMENTS:	N/A
GRANTORS:	TIMBERLAKE COMMUNITY CLUB
GRANTEES:	Public-residents of the Timberlake community
LEGAL DESCRIPTION:	Timberlake Divisions 1 - 13
ASSESSOR'S PROPERTY TAX PARCEL NO.	Division 1 – 20018-50-00001 thru 22018-50-09162 Division 2 – 22017-50-00001 thru 22017-50-00908 Division 3 – 22018-51-00001 thru 22018-51-00902 Division 4 – 22018-52-00001 thru 22018-52-00061 Division 5 – 22018-53-00001 thru 22018-53-00903 Division 6 – 22018-54-00001 thru 22018-54-00088 Division 7 – 22017-50-00001 thru 22017-50-00104 Division 8 – 22007-51-00001 thru 22007-51-90933 Division 9 – 22017-51-00001 thru 22017-51-00169 Division 10 – 22017-52-00001 thru 22017-52-00088 Division 11 – 22017-53-00001 thru 22017-53-00900 Division 12 – 22018-55-00001 thru 22018-55-00018 Division 13 – 22008-50-00001 thru 22008-50-00900

**BYLAWS OF  
 TIMBERLAKE COMMUNITY CLUB  
 June 15, 2006**

**ARTICLE I  
 GENERAL PROVISIONS**

- A. Name.** The name of the Association is Timberlake Community Club (TCC).
- B. Jurisdiction.** This Association has jurisdiction over all land within the development, hereinafter "TCC," legally described as:

Plat of Timberlake No. 1, Sections 17 and 18, Township 20 North, Range 2 W.W.M., Mason County, Washington, and any other areas adjacent thereto which hereafter may be developed as tracts or divisions of Timberlake; as well as all activities therein related to the purposes of the association.

**C. Purposes.** The purposes for which this association is founded are to promote the community welfare of the members and their families to make TCC a better place in which to live and enjoy life, for the benefit of members and their families. To foster and maintain acquaintanceship and friendship among the members of the corporation through social, sporting, and recreational activities and events. To exercise any or all powers of non-profit associations and homeowners' associations pursuant to the laws of the State of Washington, including RCW chs. 24.03 and 64.38, or as amended.

**D. Common Areas.** The ownership of the common areas in TCC is vested in the Association. Such common areas are for the exclusive use and enjoyment of members, their families and their guests; and those invited by the Association to use said common areas, including holders of easements, licensees and other rights granted by written permission of the Board of Directors. The Association is responsible to pay taxes and assessments on the common areas, and to operate and maintain the same, and pay the costs associated therewith. The Association, through its Board of Directors, may create reasonable rules and regulations for the use of its common areas, and for the conduct of members, their family members and guests, and others with respect thereto. The Association may also own any other property, real or personal.

**E. Authorities.** This Association is subject to the applicable recorded Protective Covenants of TCC, as well as any other applicable recorded documents; its Articles of Incorporation; these Bylaws; other Association governing documents; rules and regulations of the Association; RCW ch. 24.03, the Nonprofit Corporation Act, or its successor; RCW ch. 64.38, the Homeowners' Association Act, or its successor; and the laws of the State of Washington and of the United States.

## **ARTICLE II MEMBERSHIP**

**A. General.** Although the Board of Directors acts in most instances on behalf of the Association, the primary authority of TCC rests with its members. Members are the owners of all real property within the jurisdiction of TCC. The members elect directors to the Board of Directors, approve or disapprove the annual budget and further financial proposals, and vote on initiatives or referenda. The members are responsible for complying with all Association requirements, including paying in a timely manner all assessments due to the Association. Membership is appurtenant to ownership of each lot in TCC. No member may withdraw membership except by transfer of ownership.

Each member in good standing has the right to use Association property and facilities, and to permit guests and family members to do so as well, pursuant to TCC's reasonable rules and regulations. Members in good standing also have the right to apply for TCC approval for permit applications, and participate in association processes and activities.

Failure to comply with TCC's covenants and other rules, including the obligations to pay assessments, may result in loss of the rights to use such facilities, including the TCC water system.

Each member is personally responsible for the actions of himself or herself, and all such others, as they relate to the facilities and operations of the Association, governing documents, and other Association rules and regulations and other requirements. The Board of Directors shall enact fair and reasonable rules providing for the administration of a system for the accountability of owners with respect to such others, which may include restrictions on the use of TCC lots as rental housing.

Each member in good standing also has all of the rights and responsibilities conferred by TCC covenants and governing documents and other Association rules and regulations ("Timberlake rules"), as well as state law.

**B. Voting and Membership Rights.** Owners of record shall have one membership regardless of the number of lots so owned or purchased and the interest of each member shall be equal to that of any other member and no member can acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. The purchaser, under a recorded contract of purchase, shall be deemed to be an owner for membership purposes. If any tract or tracts are held by two or more persons, the several owners of such interests shall be entitled to cast one vote. The vote for any membership owned by a single marital community may be cast by either spouse without presentation of authority from the other, but if both are present, it shall be cast by the wife.

**C. Members in Good Standing.**

1. Members in good standing are those without any current property covenant or other rule violations, and are not delinquent in the payment of any amount due to the Association. Members shall not lose their status as members in good standing unless the Board acts to change that status, after notice and an opportunity to be heard at a Board meeting; or they are delinquent in their payments.

2. During any period in which a member is in violation of any covenant restriction or bylaw, or is delinquent in payment of any dues or assessments levied by the Board of Directors, his voting rights and use of any and all corporate services and facilities shall be automatically suspended until all violations are corrected and delinquencies paid. Notice of suspension of rights and privileges shall be provided to the member by letter.

**D. Membership Meetings.**

1. **Annual Membership Meeting.** There shall be an annual membership meeting of the Association on the second Sunday of August of each year, or at such other time as the Board of Directors may designate.

2. **Special Membership Meetings.** Special meetings of the membership may be called by the President of the Board of Directors, a majority of the Board of Directors, or by at least forty members of the Association, in writing.

3. **Notice.** Notice of all membership meetings shall be delivered, including by electronic communication, or sent by prepaid, first class United States mail to each member. Notice shall be given not less than 14 days, and not more than 50 days prior to the meeting. The notice shall state the time, place and agenda of the meeting.

4. **Place.** Membership meetings shall be held at the property site referred to as Timberlake No. 1, Little Lake Park, commonly known as Cedar Park, or such other reasonably convenient place as designated by the Board of Directors.

5. **Agenda.** The notice of any membership meeting shall include the agenda for the meeting, as set by the Board of Directors. Matters to be determined at membership meetings may include elections, approval of a budget and/or other financial proposals, and discussions. At the annual membership meeting, the officers and committee chairpersons shall provide summary reports of operations of the preceding year, and plans for the upcoming year, as well as long-range plans.

The agenda may also include referenda, which are issues submitted to the general membership by the Board of Directors; and initiatives, which are issues submitted by the signatures of fifty members in good standing. In order to be fair to members unable to attend, neither the agenda nor any items on it may be amended during the course of the meeting, and all items to be voted on shall be considered as presented without amendment or modification.

6. **Quorum.** A quorum for the transaction of business at any general membership meeting shall be fifty members in good standing, voting either in person or by proxy (absentee ballot).

7. **Ballots.** A member's vote may be cast in person or by proxy (absentee ballot), according to procedures established by the Board of Directors. Votes cast by proxy (absentee ballot) shall be specific as to each particular issue.

8. **Majority.** Actions of the membership shall be taken by a majority vote of the members in good standing who cast ballots, except as otherwise provided by law or TCC governing documents.

9. **Procedures.** The Board of Directors shall establish procedures for initiatives, referenda, and membership meetings that are reasonable and fair, including additional procedures to ensure the accuracy of voting as deemed appropriate.

### **ARTICLE III BOARD OF DIRECTORS POWERS AND DUTIES**

**A. General.** The Board of Directors is responsible for acting in all instances on behalf of the Association, except where otherwise expressly provided. It conducts, manages, and controls the affairs and business of the Association, and exercises ownership authority and control over all of the common properties of the Association. Members of the Board of Directors develop skills and insight into the work of the Association through their service to the Association, including as Directors. Their responsibilities are to follow state laws and TCC governing documents and rules and regulations in ways that, in their individual and collective judgments, best serve the purpose of the Association, and are fair and reasonable. The Board shall adopt procedures for its own operation, and that of the membership, that are fair and reasonable.

**B. Membership Participation.** The Board shall keep the membership informed of current and prospective issues. The Board shall define significant issues, take steps to educate and inform the membership about them, and listen to the members' responses, including use of informational "town meetings" as appropriate. In evaluating the opinions of the members, the Board shall take care to consider its duties to the purposes of the Association, and to avoid allowing any one member to exercise a disproportionate role in the process.

**C. Rules and Regulations.** The Board shall, when necessary and appropriate, develop rules and regulations to support the purposes of the Association, and to provide procedures for the enforcement of the same. The Board shall give a minimum of thirty days notice to members of proposed enforcement actions, except in emergency situations when immediate action is needed to protect the interests of the Association.

### **ARTICLE IV BOARD OF DIRECTORS GENERAL**

**A. Number.** There shall be a minimum of five and a maximum of seven members of the Board of Directors.

**B. Qualification.** Any member in good standing is qualified to serve as a Director.

**C. Terms of Office.** Each Director shall serve a term of three years. In the first year of a three-year cycle, three Director positions shall be open for election; in each of the second and third years of the three-year cycle, two Director positions shall be open for election.

**D. Removal.** A Director may be removed with or without cause by a majority vote of the members in good standing voting at a meeting with a quorum, upon proper submission of a member initiative or Board referendum. A Director may also be removed by resignation or disqualification. A Director shall become disqualified if he or she is no longer a member, or a member in good standing; or misses three consecutive meetings without cause.

**E. Vacancies.** If a Director is removed, disqualified, or resigns, the Board of Directors shall appoint a successor within a reasonable period of time. **The successor shall fill the remainder of the unexpired term of the former Director.**

**F. Board Meetings.**

**1. Where and When.** The Board of Directors shall meet at the multi-purpose center (MPC) of the Association at least monthly. The Board may determine to omit any regular monthly meeting at its discretion.

**2. Notice.** Notice of regular Director meetings shall be given by general reference in mailings to the membership, by electronic communication, by posting at the office, clubhouse, and/or reader board. Notice of other Board meetings shall be given to the Directors at least 24 hours prior to the meeting, by personal communication, or if not possible, by reasonable alternate means best calculated to be received. Notice of other Board meetings shall also be given to the members at least 24 hours prior to the meeting, by posting notice at the office, clubhouse, and/or reader board.

**3. Quorum.** A quorum of the Board of Directors for the transaction of business shall be a majority of the then sitting Directors.

**4. Majority.** A majority vote of the Directors at a meeting at which a quorum is present is sufficient to transact the business of the Board of Directors.

**5. Procedures.** The Board of Directors shall develop procedures for its operation that are fair and reasonable under all the circumstances.

**6. Distance Meeting.** Any meeting of the Board of Directors may be conducted by telephone conference call, or similar communications medium, whereby all directors participating are in voice or electronic contact with each other throughout the meeting without the necessity of gathering physically in each other's presence, subject to all other meeting requirements as set forth herein.

**7. Delegation of Powers.** The Board of Directors may delegate such powers with respect to management of the Association as it deems appropriate, subject to state law and the governing documents and rules and regulations of the Association.

**8. General or Special Budget for income, expenses and reserves.** The Board of Directors shall adopt an annual budget for assessment and other income, expenses, and reserves. This budget shall be submitted to the membership for ratification as provided herein. The Board may also adopt special budgets for the same purposes, also to be ratified by the membership as provided herein. In addition, the board shall prepare and distribute to the members an analysis of the financial impact of any project anticipated to exceed 25% of the annual budget.

**9. Budget Reports.** The Board will provide budget reports to the members at least quarterly, demonstrating expenditures as compared to budget allocations for the same.

## **ARTICLE V OFFICERS**

- A. Election.** At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect its President, Vice-President, Secretary, and Treasurer from among the Directors. Officers of the Association so elected shall hold office until their successors are seated.
- B. Removal.** Any officer may be removed as such by a majority vote of all of the Directors. Upon removal of an officer, the Board of Directors shall elect a replacement within a reasonable time, to fill the remainder of the unexpired term.
- C. President and Vice-President.** The President shall preside at all meetings of the Directors and members, shall sign as President on all agreements, contracts and instruments authorized by the Board of Directors, and shall be its chief executive officer. The Vice President shall perform the duties of the President when the President is unavailable.
- D. Secretary.** The Secretary shall be responsible for all meeting notices and the minutes of all meetings of the membership and of the Board of Directors, and shall have charge of all of the Association documents.
- E. Treasurer.** The Treasurer shall be responsible for keeping safely all money and financial accounts of the Association, and for preparing and keeping a complete accounting of the financial records of the Association, for presentation to the members at the annual membership meeting, and at all other times as required.
- F. Execution of Documents.** The President, or in the absence of the President, the Vice-President, shall sign and execute all contracts, conveyances, notes and all security agreements on behalf of the corporation. The same shall also be signed and executed by either the Treasurer or the Secretary. When necessary due to particular circumstances, the Board of Directors may specifically authorize signing and execution otherwise. Checks, drafts, and other negotiable instruments, and all other documents except amendments to Association documents may be signed and/or executed as provided by the Board of Directors. The President or Vice President and Secretary or Treasurer shall together be responsible for preparing, executing, certifying and recording Association governing documents, Association rules and regulations, and amendments thereto.
- G. Employees and Agents.** The Board of Directors may appoint, engage and/or employ, pursuant to its direction, employees, agents and volunteers.

## **ARTICLE VI COMMITTEES**

- A. General.** Committees may be formed at any time by the Board of Directors for such purposes as it may deem necessary. The Board of Directors may delegate, pursuant to law, its authority to take action to any committee that is composed entirely of Directors. Except for actions taken pursuant to properly delegated powers, the actions of any committee shall be subject to the ratification or disapproval of the Board of Directors at its next meeting.

**B. Nominating Committee.** The President of the Board of Directors shall appoint, with the consent of the Board of Directors, a chairperson and other members to a Nominating Committee. The Nominating Committee shall solicit and present candidates to serve on the Board of Directors, and for other positions, pursuant to procedures established by the Board. Any Association member in good standing may also nominate any such candidate.

## **ARTICLE VII CODE OF ETHICS**

**A. Standard of Care.** All Directors, officers, committee members, agents, employees, volunteers and others performing services for or on behalf of the Association, shall do so in a manner he or she believes to be in the best interest of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

**B. Open Meetings.** All meetings of the Board of Directors and its committees shall be open for observation by all members and their authorized agents, except as otherwise pursuant to law.

**C. Open Records.** Except as otherwise specified by law, the minutes of all the meetings, and all other records of the Association, shall be available for examination by all members and the holders of any mortgages on any lots and their authorized agents, on reasonable notice, and upon payment of reasonable costs incurred to provide the same.

**D. Compensation.** No Director, officer, committee member or volunteer shall be compensated for work performed as such without approval by the Board. Reasonable expense reimbursement is not considered compensation.

**E. Conflict of Interest.** No member of the Board of Directors, or of any Board committee, shall participate in any vote on any subject in which he or she has a specific personal, professional, financial, or other conflict of interest. He or she may, however, participate in discussions regarding the same.

**F. Loans.** The Association shall make no loans to its Directors or Officers.

**G. Audit.** The Board may authorize an audit of any or all of the financial accounts or affairs of the Association at any time, and to what extent, it deems appropriate. In addition, at least annually, the Board shall cause to be prepared a financial statement of the Association. Such financial statements shall be audited where provided by law, or as directed by the Board.

**H. Accounts.** The funds of the Association shall be kept in accounts in its name, and shall not be commingled with the funds of any other Association, any member of the Board of Directors, or any other person responsible for custody of such funds.

## **ARTICLE VIII IMPOSITION OF ASSESSMENTS**

**A.** TCC assessments will be imposed pursuant to Washington State law. If required by law, 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 a budget summary to the members. Unless

at that meeting the owners of a majority of the votes in the Association reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected or the required notice 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 of Directors.

**B.** If not so required by law, any general or special budget adopted by the Board of Directors for assessments, expenses and/or reserves shall be submitted to the membership for its approval or rejection as a referendum.

## **ARTICLE IX ASSESSMENTS–GENERAL**

**A.** Each member, by accepting an ownership interest in any lot within the development, agrees to pay all assessments as provided herein or otherwise by law.

**B.** Assessments as defined herein shall constitute a personal obligation of each lot owner. In addition, they shall constitute a lien as specified herein, whether this lien is reduced to writing and recorded, or not. A “lot” for assessment purposes means any lot as shown on the original plats of TCC.

**C.** If necessary in the judgment of TCC, such liens may be foreclosed when delinquent.

**D.** The lien of TCC for payment of all assessments as defined herein is prior to any other lien, mortgage, deed of trust, or any other encumbrance, regardless of filing date of the same. However, as to any lot, this TCC lien shall be automatically subordinated to one mortgage, deed of trust, or other financing encumbrance in favor of an institutional lender, which is undertaken for the purpose of purchase of the lot, construction (or remodeling) of improvements to the same, or refinancing of the same; provided that the Association account with respect to any such lot is not delinquent at the time of recordation of the encumbrance, and that a copy of such encumbrance is received at the office of TCC within sixty days of its execution.

**E.** In addition, TCC may choose to subordinate its lien to any other encumbrance, when in the best interests of the Association, and consistent with the purposes of TCC as set forth herein.

**F. Assessments.** The following are included in the meaning of “assessments:”

**1. General Annual Assessment.** The Board of Directors shall impose a general annual assessment on each lot or member within the development.

**2. Special Assessments.** Special assessments for particular expenses may also be imposed as specified in these Bylaws.

**3. Other Charges.** In addition to these general and special assessments, the following charges may also be imposed, and are for the purposes of the Bylaws also considered assessments:

**a. Service Fees.** The Board of Directors may in its discretion impose direct fees for such goods and services as, for example, water supply.

**b. Fines.** The Board of Directors may adopt a system for the imposition of fines for violation of TCC covenants and/or rules;

**c. Late Fees and Interest.** The Board of Directors may add reasonable late fees, and interest of not more than 12% per annum, compounded annually, to any delinquent account and all assessments related thereto;



**d. Expenses.** If the Board of Directors is required to expend any funds, with or without litigation, in pursuit of the collection of any assessments, as defined herein, the correction of any violation of TCC covenants and/or rules, or with regard to any dispute concerning its actions and/or powers; all expenses, including but not limited to attorney, accountant, other expert, title report and surveyor fees; lot condition remediation costs; and all other costs of litigation, including court and discovery expenses; and any and all other amounts reasonably expended in the process of collection, dispute resolution or correction; shall be paid by the member responsible.

**e. Delinquency.** Annual dues and assessments shall be due and payable July 1<sup>st</sup> of each year and will become delinquent on August 1<sup>st</sup> of each year. Any account with an outstanding balance on the 1<sup>st</sup> day following any billing month will be considered delinquent and subject to fines and/or fees as stated above.

## **ARTICLE X GOVERNANCE**

**A. Binding Rules.** The rules of the Association, including the covenants, Articles of Incorporation, these Bylaws, and other Association rules and regulations, are binding on all members. The acceptance of an interest in title also constitutes an agreement that the Association governing documents and rules and regulations as they exist now and may be lawfully amended in the future are accepted by the member, for himself or herself as well as for all family members, guests and tenants.

**B. Construction.** Where any terms of the covenants and/or other rules are unclear, the Board of Directors shall have the right, power and authority to interpret the same by providing a meaning that is reasonable and fair, and advances the purpose of the Association and the collective interests of the members.

**C. Violations of Rules.** In addition to collection of assessments, it may from time to time be necessary for legal action to be brought in order to correct violations of TCC covenants and/or rules. Such actions may be brought by the Association itself, or, where the rule violated is a recorded restrictive covenant, any individual members. A corrective action may be brought at law or in equity, and may request relief in the form of injunction, remediation, foreclosure, damages and/or collection of assessments as defined at Article IX above, or any other relief authorized by law or in equity.

**D. Limitation on Actions Against the Board of Directors.** No legal action may be brought against the Board of Directors, its officers, employees, and agents, committee members and/or volunteers, for failure to enforce any provisions of the governing documents or rules and regulations under any circumstances; or for actions taken reasonably and in good faith regarding the approval or failure to approve building or other lot improvement plans.

**E. Acquiescence.** Each member is conclusively deemed to acquiesce to any Board or Association action by payment of assessments, by the use of the TCC facilities, or by other acceptance of any benefit of membership, after actual or constructive notice of any such action. Constructive notice includes notice of such actions by mail or electronic means to the member.

**F. Indemnification.** The Association may indemnify current or former directors or officers, or any other persons, pursuant to law.

**G. Severability.** If any provision of these bylaws is deemed illegal or without effect, the remaining provisions shall not be effected.

**H. Non-Waiver.** Failure of the Board of Directors to enforce any Association covenant, Article of Incorporation, Bylaw, or any other rule or regulation against any member shall not operate (1) to waive the right of the Association to enforce at any time the same rule or any other rule against the same or any other member; (2) to acquiesce in the future non-enforcement of the same or any other rule; or (3) as the abandonment of the right to enforce the same or any other rule. No member may rely on any such non-enforcement for any purpose.

**I. Amendments.** These Bylaws may be amended in the following manner only:

1. A proposed amendment must be first approved at a regular meeting of the Board of Directors.
2. A copy of the proposed amendment and a ballot shall be directed by mail to each member. The ballot shall include a "must be returned by" date not less than 30 or more than 60 days from the ballot meeting.
3. 50% plus one yes vote of the total number of votes cast by midnight of the last day for return as shown by the postmark on the envelopes shall be required for the amendment to pass.

## ARTICLE XI CERTIFICATION OF AMENDMENT

**A. Certification.** We, the president and secretary of TCC, certify that the above stated Bylaws were properly adopted according to all requirements as an amendment to the Bylaws of the Association as specified in Article II, Para D, Section 6).

**B. Effective Date.** The effective date of these amended Bylaws is the \_\_\_\_ day of \_\_\_\_\_, 2006. All provisions of these amendments shall apply to all members and circumstances subject hereto immediately upon said date, except as otherwise prohibited by law.

By our signatures hereto, we so certify.

Signature President, Board of Directors	KAREN L. MOYER Typed Name	Date
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Signature Secretary, Board of Directors	CHARITY B. REID Typed Name	Date
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STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF MASON         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me, Karen L. Moyer, personally known to me to be the President of Timberlake Community Club, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

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PRINT NAME: Jacie Clark  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Shelton  
My commission expires: February 1, 2010

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF MASON         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me, Charity B. Reid, personally known to me to be the Secretary of Timberlake, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

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PRINT NAME: Jacie Clark  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Shelton  
My commission expires: February 1, 2010