

Return Name & Address:

BEVERLY BEACH IMPROVEMENT CLUB  
PO BOX 12  
FIRELAND, WA 98249

09/02/2008 04:03:04 PM  
Recording Fee \$46.00 Page 1 of 5  
Amendment  
Island County Washington

4236009



Please print or type information

<p>Document Title(s) (or transactions contained therein):</p> <ol style="list-style-type: none"><li>1. BY LAWS - AMENDMENT</li><li>2.</li></ol>
<p>Reference Number(s) - (recording number of document being assigned, released, re-recorded, etc.)</p> <p>4204127</p>
<p>Grantor(s) (Last name first, then first name and initials - seller, assignor, signator)</p> <ol style="list-style-type: none"><li>1. BEVERLY BEACH IMPROVEMENT CLUB</li><li>2.</li><li>3.</li></ol> <p>Additional names on page ___ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials - buyer, assignee, notice given to)</p> <ol style="list-style-type: none"><li>1. PUBLIC</li><li>2.</li><li>3.</li></ol> <p>Additional names on page ___ of document.</p>
<p>Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)</p> <p>BEVERLY BEACH DIVISIONS 1 &amp; 2 VOL 3 OF PLATS PG 19 ISLAND COUNTY</p> <p>Additional legal description is on page ___ of document.</p>
<p>Assessor's Property Tax Parcel or Account Number:</p> <p>Additional references on page ___ of document.</p>

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.



**BY-LAWS  
of the  
BEVERLY BEACH IMPROVEMENT CLUB**

**ARTICLE 1**

**Name**

Name This association shall be known as the Beverly Beach Improvement Club.

**ARTICLE 2**

**Officers, Meetings, Committees**

**Section 1**

The officers of this Club shall consist of a President, Vice-President, and Secretary-Treasurer, and together with four trustees will constitute a Board of Trustees. The officers and trustees shall be elected at the annual meeting on the last Saturday of July and shall hold office until the next annual meeting.

**Section 2**

Any vacancy in any elected office shall be filled by a majority of the remaining Board of Trustees until the next annual meeting.

**Section 3**

Special meetings of the membership shall be called by a majority of the Board of Trustees.

**Section 4**

Meetings of the Board of Trustees shall be called as deemed necessary by the President.

**Section 5**

The President shall preside at all meetings, and in his/her absence, the Vice-President shall perform his/her duties.

**Section 6**

The office of Secretary-Treasurer shall be vested in one person, and he/she shall keep a true record of the proceedings of the meetings. He/she shall be charged with the collection of all dues, moneys, and property, and hold the same to the order of the Club. He/she shall keep an accurate record of all receipts and disbursements. He/she shall also mail written notices to all members, of all meetings, at least two weeks prior to the date of said meeting. All checks in the amount of \$500 or more will require two signatures.

**Section 7**

The following committees shall be appointed by the President: water, audit and such others as required by a majority of the Board of Trustees.

**Section 8**

**Liability of Board Members**

The members of the Board shall not be liable to Club members, or any other party, for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. Members shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of the members, unless such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. It is acknowledged and intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Beverly Beach Improvement Club and its members.

Each Board member shall therefore be indemnified by the members against all expenses and liabilities, including any reasonable attorneys fees to which he may be a party by reason of having held a Board position, except in such cases wherein such a person is adjudged guilty of willful malfeasance in the performance of his duties.



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**ARTICLE 3**  
**Membership**  
**Section 1**

The membership shall be restricted to the property owners of Beverly Beach Divisions One and Two. All members whose annual membership dues have been paid and are otherwise in good standing shall have a right to vote on all matters coming before the association orally or in written ballot; provided, however, only members who have paid a water hook-up fee or are connected to and are receiving water from the association shall have the right to vote on matters relating to the operation maintenance or expansion to the water system or the charges imposed for the receipt of water from the water system maintained by the Association.

**Section 2**

Annual membership dues shall be \$60 per member and in such different amount as determined at each annual meeting.

**Section 3**

There shall be an ongoing annual assessment, over and in addition to the annual membership dues, against all members receiving water from the Club or members who have paid a hook-up fee, in the amount of \$300 per water hook-up and in such different amount as determined at each annual meeting.

**Section 4**

Special assessments over the annual dues and annual or monthly water assessment or charges shall be assessed only if (1) proposed by the Board of Trustees and (2) subsequently approved by mail ballot of the total membership.

**Section 5**

The Club may place a lien on any properties for failure to pay the annual membership dues by September 30<sup>th</sup> of the current fiscal year or any special assessments duly enacted within 90 days of enactment. The timing for actual filing of a lien shall be at the discretion of the Board of Trustees. Following the filing of a lien for nonpayment of dues and/or any charges or assessments, the Club may issue and deliver to a delinquent owner a written notice that (1) 30 days thereafter, water may be cut off, and/or (2) 120 days thereafter, membership may be terminated. Resumption of membership thereafter shall be possible only in accordance with Article 4, Section 2 of the Bylaws.

**ARTICLE 4**  
**Termination of Membership**

**Section 1**

Membership in the Beverly Beach Improvement Club may be terminated by the Club as a result of:

- 1) Non-payment of dues and/or assessments as described in Article 3, Section 5.
- 2) A written statement by the member/owner indicating a desire to withdraw a lot from membership.

Any termination as provided above shall not affect the Club's right to bring an action for collection of delinquent dues, assessments and/or lien fees as of the date of termination.

**Section 2**

Any owner terminated from membership under Section 1 of this Article may resume membership on proper application and payment of a re-application fee as follows provided all delinquent dues, assessments and/or lien fees have been paid and this application is approved by the Board of Trustees:

Time of Inactive Membership	Re-Application Fee
1 to 12 months	25% of regular hook-up fee
13 to 36 months	50% of regular hook-up fee
37 to 48 months	75% of regular hook-up fee
Over 48 months	Full hook-up fee

**ARTICLE 5**  
**Amendment of By-Laws and Voting**  
**Section 1**

No change of By-Laws may be made without a written notice of said change being sent to all members, and no change may be made without a vote of the majority of the membership. Vote to be made by returning ballot to the Secretary-Treasurer. In the event a majority does not vote, a vote can be taken at the annual meeting or specially called meeting.

**Section 2**

A majority of the total membership must respond to a vote by mail ballot. A quorum for annual and special meetings shall be 20 members. A majority vote of either of the above must be achieved to pass on any motion. There shall be only one vote for each membership.

**ARTICLE 6**  
**Water Hook-ups**  
**Section 1**

An application for hook-up to the water system must be submitted in writing to the Secretary-Treasurer, together with the total required hook-up charge (amount to be determined at each annual meeting for the ensuing year). The above remittance will be held from deposit pending the application approval of the majority of the Board of Trustees. For applications not approved, funds will be returned to the applicant.

**Section 2**

In approving applications for water hook-ups the Board of Trustees is to consider capacities of water and pumps, water pressure to existing water users, condition of pipes in system, possible long-term limitations on enlarging the system and financing, and further in compliance with State and County regulations. The Board of Trustees at its discretion will approve new hook-ups consistent with the ability of the total system to support such new users.

**Section 3**

After the application is approved, and the Member notifies the Club that they are ready for the connection to the water main, the Club will install a meter ready service box and shut-off valve at the water main. It shall be the responsibility of the owner to bring the service line from the shut-off valve to the property.

**ARTICLE 7**  
**Emergency Repairs**

Any minimum emergency repairs to the water system (such as broken pipes) on-owner's property shall be incurred by the Club and collected from the property owner. Such repairs to be accomplished by the Club only after reasonable measures have been made to contact the property owner.

**ARTICLE 8**  
**Expenditures**

Approval for expenditures are as follows: Major expenses involving commitments on projects of \$5,000 or more will be recommended by the Board of Trustees to the members at any regular annual or special meeting. The members may approve such expenditures, or may, on a majority vote of those present, refer such expenditures to the general membership for vote by mail ballot.

Emergency repairs in excess of \$5,000 requiring immediate correction, and where time precludes securing membership approval, may be committed with the approval of the majority of the Board of Trustees, provided there is a true emergency, and provided a complete report of such expenditures is immediately distributed to all members. Routine maintenance expenses and/or repairs over \$500 and up to \$5,000 must be approved by the Board of Trustees. Routine expenses and/or repairs up to \$500 may be approved and paid by the Secretary-Treasurer with the concurrence of the President, or in his/her absence the Vice-President.

**ARTICLE 9**  
**Meeting Procedure**

Meetings shall follow the following procedure:

- Meeting called to order by the President
- Reading of minutes of last meeting Treasurer's report
- Reports of committees Unfinished business
- New business
- Election of Officers and Trustees
- Motion to adjourn

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**ARTICLE 10**

These By-Laws supersede all previous Beverly Beach Improvement Club By-Laws and shall become effective June 16, 1985.

The following sections to the By-Laws were amended by mail ballot, September 27, 1986:

Article 2, Section 1  
Article 2, Section 6  
Article 2, Section 7  
Article 2, Section 8

The following sections to the By-Laws were amended by mail ballot. August 15, 1995:

Article 3, Section 1  
Article 3, Section 4  
New Article 4 inserted and following Articles renumbered.

The following section to the By-Laws was amended by mail ballot. August 31, 2001:

Article 2, Section 1.

The following sections to the By-Laws were amended by mail ballot January 10, 2007:

Article 2, Section 6  
Article 6, Section 3

The following sections to the By-Laws were amended by mail ballot August 31, 2008:

Article 3, Section 1  
Article 3, Section 2  
Article 3, Section 3  
Article 3, Section 4  
Article 3, New Section 3 inserted and following Sections renumbered

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