

**TREASURE ISLAND COUNTRY CLUB  
BYLAWS**

**Article 1. Nature and Purpose of Association**

A. Name.

The Name of this Association is Treasure Island Country Club, referred to as TICC or Association in these Bylaws.

B. Purpose.

TICC is a non-profit, homeowner Association established for the administration, advancement and protection of Treasure Island, also known as Reach Island, as a residential area, in Mason County, Washington. The purpose of the Association is to administer, maintain, repair, upgrade, replace or improve the common areas of the Association in accordance with its governing documents and the laws of the state of Washington.

The term "non-profit" shall not be construed to prevent the accumulation of funds or reserves for future Association uses or expenditures in the administration and management of the common areas.

C. Jurisdiction.

The authority of this Association extends to the lands within the exterior boundaries of TICC, legally described as the Plat of Treasure Island as recorded in Volume 4 of Plats, pages 114 through 117, records of Mason County, state of Washington.

D. Property owned by the Association.

The ownership of the common areas in TICC is vested in the Association. Common areas, as recorded in the records of Mason County, state of Washington, are for the exclusive use and enjoyment of members, their families and their guests, and include:

The seven hundred and eighty-nine foot single lane bridge, including the sixty foot wide tract over which it spans, consisting of upland, tideland and oyster land, being thirty feet on either side of the center line of the bridge.

A forty-foot right-of-way around the island, plus stubs and turn-arounds, for roadway and utility purposes. This includes the two-lane, sixteen feet wide paved roadway in addition to the remaining twenty-four feet that encompasses the road shoulders on either side, as evidenced by the official record maintained by the Mason County Auditor's Office.

The moorage facility, Lot 58 and the south ½ of lot 57. The beach/picnic area, Lot 88 and the south ½ of Lot 89.

The Water System and supporting properties: Well #1 (Tract B), Well #2 (Tract D), Well #3 (Tract C and Lot 255), the water storage tank (Lots 184 and 187); all fire hydrants, sample stations, and the buried and aboveground water mains/pipes up to and including residence service connections, supported by the forty foot right-of-way and inner island access/fire road, Tract E, and the northerly twenty feet of Lot 36.

The Association is responsible for paying federal, state or county taxes and assessments on the properties owned by the Association and to operate and maintain the same. The Association may also own any other property, real or personal.

E. Authorities. The Association is subject to the Plat Restrictions for TICC as reflected in certain plats as recorded in the records of Mason County, state of Washington; other applicable recorded documents; and:

The laws of the state of Washington and of the United States; Chapter 64.38 RCW, the Homeowners' Association Act and Chapter 24.03 RCW, the Washington Nonprofit Corporation Act, or as amended; The Articles of Incorporation; These Bylaws; and Rules and regulations of the Association

F. Definitions. For purposes of these Bylaws the following definitions apply:

"Assessment(s)" mean an amount of money levied by the Association against a member's lot, and includes but may not be limited to:

- Regular assessments;
- Special assessments;
- Fees and fines imposed by the Association;
- Costs for damage to the Association's common areas;
- Interest and late charges on any delinquent account; and
- Costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the enforcement of the governing documents.

"Association" means the Treasure Island Country Club (TICC).

"Board of Trustees" or "Board" means the group of persons vested with the management of the affairs of the Association, and with primary authority to manage the affairs of the Association as authorized under its governing documents.

"Commissioner(s)" means a member of the Board of Trustees, delegated by and under the direction of the Board, to supervise or conduct specific duties and tasks associated with the Association's common areas.

"Common areas" as recorded in the records of Mason County, state of Washington, means property owned by the Association, or otherwise maintained, operated or administered by the Association, such as community beaches, docks, roads, water systems, bridge, facilities and easements, and any other property currently owned by the Association, as well as any property later acquired by the Association.

"Good faith" means honesty in fact and the observance of reasonable standards of fair dealing.

"Governing documents" means the plat restrictions, Articles of Incorporation, Bylaws, rules and regulations or resolutions of the Association, or other written instrument by which the Association has the authority to exercise any of the powers under the provisions of the law.

"Initiative" means a membership petition to compel a vote to amend the Bylaws. The proposal may not violate the law, contradict the Articles of Incorporation or change the Plat restrictions.

"Lot(s)" means a lot as per the original plat of Treasure Island recorded by Mason County on November 16, 1953, and not as any lots may be or have been combined pursuant to any Mason County or Washington State processes.

"Member" means the deeded owner or contract purchaser of a Treasure Island lot as evidenced by the Mason County Auditor's office.

"Member(s) in good standing" means a member paid in full as to their obligation to pay any assessments owed to the Association, or a member who complies with any repayment agreement reached between the Association and the member. The Board of Trustees shall only change the member's status after notification to the member and an opportunity for the member to be heard at a Board of Trustees meeting.

"Owner(s) of lots" means a person who owns a lot over which the Association has jurisdiction as evidenced by the official records of Mason County, state of Washington, but does not include a person who has an interest in a lot solely as security for an obligation. Under a real estate contract, "owner" means the buyer and not the seller. Owners of a lot(s) as joint tenants, tenants in common, or other ownership involving more than one owner shall be joint members of the Association, but the sum total of their vote shall not exceed the voting power allocated to the lot(s) owned.

"Referendum" means the principle or practice of referring measures proposed or passed by the Board of Trustees to the vote of the membership for approval or rejection.

"Resolution" means a determination or decision of policy or adoption of rules and regulations by a vote of the Board of Trustees.

“Rules and Regulations” means the measures, rules, regulations, and policies, irrespective of their designated name, that are adopted by the Board of Trustees in accordance with the governing documents and that supplement, but do not contradict or contravene, the governing documents.

## **Article 2. Membership**

### **A. Members.**

Each owner shall automatically become a member of the Association upon ownership of a lot under the authority of TICC. The membership of the Association shall consist at all times exclusively of the owners of the lots. Each lot is entitled to one membership in the Association.

Members elect the Board of Trustees, approve or disapprove the annual budget and financial proposals, and vote on initiatives and referenda.

Each member has all of the rights and responsibilities conferred by Association’s governing documents as well as all applicable laws.

Members are responsible for complying with all Association requirements, including paying in a timely manner all assessments due to the Association, and respecting the covenants and other applicable rules and regulations.

Each member is responsible for the actions of himself or herself, all guests, family members, tenants, and hired contractors or workers as they relate to the facilities and operations of the Association, its governing documents, Association rules and regulations and other requirements. Each member is also personally and financially responsible for any expenses resulting from damages to the common areas caused by the member or member’s family members, guests, tenants, and contractors or workers hired by the member.

**B. Member Voting Rights.** Only members in good standing are eligible voters. The total voting power of all members shall be equal to the total number of member lots in the Association, and the total number of vote(s) available to each member or owners of each lot shall be equal to one vote for each member owned lot. For example:

If an owner holds title to three lots, the owner represents three memberships, entitled to three votes (one vote for each membership); or If an owner holds title to one and one-half lot, the owner represents one and one-half membership, entitled to one and one-half votes.

**C. Member Complaints.** Any member who in good faith believes that the Association has acted in any way contrary to the best interests of the Association, or to the provisions of these Bylaws or any other Association rules or requirements, including taking any action involving that member individually, or any action affecting the entire membership, may request the Board of Trustees in writing to consider the matter. The request shall state the purpose or basis for the request, the rule and/or requirement at issue, the specific factual allegations made, and the identity and contact information for any witnesses. It shall also include copies of all evidence, where reasonably possible. The Board of Trustees shall adopt reasonable and fair policy and procedures to address such complaints.

## **Article 3. Member Meetings**

**A. Annual Member Meeting.** An annual meeting of the members of this Association shall be held on the second Saturday of July of each year for electing trustees, review and approval of proposed annual budget and for the general Association business.

At the annual member meeting, the Officers, Commissioners, and any committee chairpersons if applicable, shall provide summary reports of operations of the preceding year, and plans for the upcoming year, as well as long-range plans, all of which shall also be included in the agenda.

**B. Special Member Meetings.** Special meetings of the members may be called by the President, a majority of the Board of Trustees or by a written request signed by a minimum of ten percent of the voting membership in good standing.

The written request must state the purpose or objective(s) for the meeting including the text of any proposed action. The business conducted at a special meeting is restricted to the purpose or objectives for which the meeting was called.

C. Informational Member Meetings. Informational meetings of the members may be called by a majority of the Board of Trustees for informing members of significant current and prospective issues. The Board of Trustees shall define the issues, take steps to inform the membership about the issues, and listen to the members' responses. In evaluating the input of the members, the Board of Trustees shall take care to consider its duties to the purposes of the Association.

D. Notice. Notice of all member meetings shall be delivered, or sent by prepaid, first class United States mail, to each member at the address as appears on the list of addresses that is maintained by the Secretary of the Association not less than fourteen days, and not more than fifty days, prior to the meeting. The notice shall state the time, place and agenda of the meeting.

E. Place of Member Meetings. All member meetings shall be held at a place and time as determined by the Board of Trustees.

F. Agenda. The notice of any member meeting shall include the agenda items for the meeting, as set by the Board of Trustees. The agenda for member meetings shall include any elections, approval of a budget and/or other financial proposals, and shall include opportunity for open member discussion. The agenda shall also include, if applicable, properly submitted referenda, which are issues submitted to the general membership by the Board of Trustees for either binding vote or guidance, and properly submitted initiatives by members for a vote.

As a requirement of notice and to be fair to members unable to attend a member meeting, neither the agenda nor any items on it may be amended during the course of the meeting.

G. Quorum. A quorum for the transaction of business at any member meeting shall be at least twenty-five percent of the total number of votes allocated to the Association's eligible members, represented either in person or by proxy. Meetings at which less than twenty-five percent of the total number of votes allocated to the Association's eligible members are represented may be adjourned to a future date.

H. Vote. Except as otherwise provided under Article 4.A.5 and Article 10, a majority of the votes entitled to be cast by the members in good standing represented in person or by proxy shall be necessary for the adoption of any matter voted upon by the members.

I. Proxy. A member may cast his or her vote in person or by proxy. A proxy shall be in writing and filed with the Secretary of the Association before or prior to the vote being cast. A proxy with respect to a specific meeting shall entitle the proxy holder to vote at any reconvened meeting following adjournment of a meeting but shall not be valid after the final adjournment of the meeting.

#### **Article 4. Assessments.**

A. Regular and Special Assessments.

1. Every owner of a lot within the jurisdiction of the Association is subject to equal and uniform assessments for funding the Association's purposes including but not limited to:

Operations and maintenance of the Association's common areas; Upkeep, repair and replacement of the Association's common areas, and any other property currently owned by the Association, as well as any property later acquired by the Association, and Payment of taxes owed by the Association.

2. Regular assessments, commonly known as association dues, shall be levied and paid annually for the operation, maintenance and improvement of the Association; and for deposit to a reserve fund to be used in accordance with Article 5 of these Bylaws.

3. Special assessments shall be levied only when needed to finance a specific project or undertaking not otherwise funded in the annual operating budget.

4. Notice of assessments due the Association shall be mailed to all members. All assessments shall be due and payable within thirty days after the mailing of the notice.

5. Before the Association levies any regular or special assessment, or modifies an assessment, the assessment must receive two-thirds approval of the members voting either in person or by proxy at an annual or special member meeting.

6. The Association shall diligently collect all assessments owed. When assessments becomes delinquent, the Association shall make reasonable efforts to work with the member to bring their account current, which may include reasonable payment plans where such plans provide for payment in full of all delinquencies. Payments shall be credited first toward any past due assessment or other amount due to avoid foreclosure.

7. The Board of Trustees shall establish written procedures for the collection of assessments and for the enforcement of foreclosure against liens.

#### B. Member Obligation.

1. The owner of each lot on Treasure Island shall be liable to the Association for the payment of such regular or special assessments approved by the membership.

A proportionate amount of each assessment shall be levied against lots that have been divided in ownership by a survey. For example:

If an owner holds title to two lots, they shall be liable for two times the assessment amount. If an owner holds title to one and one-half lots, they shall be liable for one and one-half times the assessment amount.

2. A member is obligated to pay reasonable late fees, as well as interest in an amount approved by the Board of Trustees, to be compounded annually to any delinquent account.

If the Association incurs any costs in the course of enforcing the governing documents, or the assertion of or defense to any claims regarding the Association, any and all amounts reasonably expended in the process shall be paid by the member responsible if the Association prevails.

#### C. Lien priority

All assessments, together with all expenses, attorney's fees and costs reasonably incurred in enforcing the assessment, shall be paid by the member and shall be a lien upon the member's real property. The lien shall be superior to any and all other liens created or permitted by the owner of such land, and enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages.

#### D. Foreclosure.

When reasonable collection efforts are not successful, assessment liens may be foreclosed by a suit in the Superior Court of the State of Washington in and for Mason County.

1. Foreclosure action must be approved by a two-thirds vote of the then sitting Board of Trustees. The assessment(s) past due on the date of the vote must be at least six months past due and must exceed three times the amount of the regular assessment.

2. Within five days after any vote by the Board of Trustees to seek foreclosure, the Board shall send notice of the vote to the affected member. The notice shall state the amount the Association claims due, and shall provide the member with fifteen days from receipt of the notice to request a hearing with the Board to verify facts and seek resolution. The Board shall schedule a hearing within thirty days after the Association receives the member's request and shall provide notice of the date, time, and place of the hearing at least ten days before the hearing.

If a resolution is reached between the Association and member, terms and conditions of an agreement to pay the amount due the Association shall be supported with a Promissory Note. If resolution is not reached, the Board will engage a foreclosure attorney and initiate foreclosure proceedings.

### **Article 5. Asset Replacement Fund.**

#### A. Reserve Funds.

A portion of the regular assessment against each lot shall be allocated for the Asset Replacement Fund (ARF). The amount authorized shall be deposited to the ARF in accordance with the provisions of this Article.

The Asset Replacement Fund shall be operated as follows:

1. The collections of the regular assessment for this Fund, together with all additional earnings from investing these amounts, will be kept segregated from all other monies belonging to the Association. The balance in this fund, or any portion thereof, shall be used only for replacement, rehabilitation or major repair of one or more of the Association's common areas, or payment of the Association's federal income tax on this fund. Except for

taxes owed by the Association, all decisions regarding the expenditure of any amount of the ARF will be made by the members of the Association in accordance with Article 3, Membership Meetings, and the provisions of this section.

2. The amount of the regular assessment will be reviewed by the Board of Trustees at least once every five years. Results of the review shall be presented to the membership at an annual or special members meeting. The review shall include:

- The anticipated cost for replacement, rehabilitation or major repair of the Association's common areas in relation to the level of the Fund at the time of the review;
- The ARF's estimated accumulation value in the future;
- The federal income tax consequences to the Association; and
- Other factors or circumstances as may be considered appropriate at that time.

3. The proceeds of the regular assessments for this Fund shall be invested under the direction of the Board of Trustees. The principal investment objective of the Fund is to maximize long-term growth of the Fund while at the same time minimizing the risk of loss and maintaining liquidity appropriate to the purpose of the Fund.

4. Before entering into any contract for labor, services, material or equipment and before any disbursement is made from the ARF, preferably three but not less than two bids shall be required. Any expenditure made from the ARF shall not exceed ten percent over the amount approved by membership for capital expenditures.

#### B. Emergency Expenses.

In the case of an extreme emergency-- for example, damage to the Association's common areas resulting from storm, accident or calamity--where it would be impractical to delay action until a member meeting could be called, the Board shall have the authority to take any appropriate action to protect and preserve the health, safety and welfare of the membership. Notice of any emergency withdrawal from the ARF shall be mailed to all members within thirty days of the withdrawal.

### **Article 6. Board of Trustees - Power and Duties**

A. General Power and Duties. The business affairs of the Association shall be managed by a Board of Trustees. The Board is responsible for acting in all instances on behalf of the Association, except where otherwise expressly provided. The Board shall conduct and manage the affairs and business of the Association, and exercise authority and control over all common areas of the Association. The Board of Trustees shall have the authority to transact all business for which the Association was formed and as specified in the Articles of Incorporation and Bylaws.

Members of the Board of Trustees shall act in good faith, and develop skills and insight into the work of the Association through their service to the Association. Their responsibilities include following state laws and the Association's governing documents in ways that are fair and reasonable and best serve the purposes of the Association.

B. Committee(s). The Board of Trustees may form committees at any time for purposes it deems necessary. The Board of Trustees shall adopt a resolution establishing each committee defining its makeup, purpose, duties and operating procedures. The actions of any committee shall be subject to the approval of the Board of Trustees.

C. Employee(s). The Board of Trustees may appoint, engage and/or employ, and fix all salaries and wages of employees, contractors, agents and volunteers pursuant to its direction and supervision.

#### D. Budget.

1. The Board of Trustees shall prepare a budget or budgets covering anticipated income and expenses incurred in carrying out its duties and responsibilities during each fiscal year. Within thirty days after adoption by the Board of any proposed regular or special budget of the Association, the Board shall set a date for a members meeting to consider approval of the budget. In the event the proposed budget is rejected by the members, the budget last approved shall continue until such time as the members approve a subsequent budget proposed by the Board of Trustees.

2. The Board of Trustees shall make budget reports available to the members, specifying performance as it relates to the approved budget.

3. The Board of Trustees shall establish written procedures for the efficient purchase of contract labor or services, and materials and supplies.

E. Audit. The Board of Trustees shall prepare or cause to be prepared annually a financial statement of the Association. The annual financial statement shall be audited by a certified public accountant or waived by a vote of the membership as provided by law. The Board may require an audit of any or all of the financial accounts or affairs of the Association at any time to the extent it deems appropriate.

F. Procedures. The Board of Trustees shall establish written procedures to assure that the Board will function effectively, and in a manner consistent with the law, its governing documents, and the needs of all members of the Association.

G. Compensation. The Board of Trustees shall receive no compensation for their services as Board members but may receive reimbursement for expenditures on behalf of the Association. Any Board member possessing special skills that are considered necessary to the operation of the facilities or services to the Association may be considered employable for carrying out those functions and may be compensated for such services upon approval of the Board.

H. Fees and Fines.

1. The Board of Trustees may impose fees to cover the cost of connecting a member's lot to the Association's water system or any other utilities supplied by the Association, and may impose rates for utilities used by members. The Board may discontinue a member's service in the event of delinquency in the payment of fees and in accordance with state law and procedures adopted by the Board.

2. The Board of Trustees may levy and impose fines for violation(s) of the Association's governing documents in accordance with a schedule of fines approved by the membership. Before a fine is levied, a notice of intent and an opportunity to be heard by the board shall be provided in accordance with state law and procedures adopted by the Board.

I. Rules and Regulations. The Board of Trustees may, when necessary and appropriate, create reasonable rules and regulations that supplement but do not contradict or contravene the governing documents for the use of the common areas on Treasure Island and for the conduct of members, their family members, guests, and others with respect to the entire TICC jurisdiction.

The Board of Trustees may also propose rules governing the use of members' privately owned lots when supported by the existing plat restrictions of TICC. These rules must be approved by a vote of the membership in accordance with Article 10 of these Bylaws prior to going into effect.

J. Rules of Procedure. In the event of dispute, the rules of procedure at Board, member, and committee meetings shall be those rules contained in the most recent edition of the Roberts' Rules of Order on Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or a resolution of the Board.

K. Standard of Care. All Board members, Officers, committee members, agents, contractors, employees, volunteers and others performing services for or on behalf of the Association, shall do so in a manner they believe 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.

L. Indemnification. The Association may indemnify current or former Board members or Officers, or any other person, to the maximum extent pursuant to law.

M. Conflict of Interest. No member of the Board of Trustees or of any 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 participate in discussions regarding the same.

## **Article 7. Board of Trustees – General**

A. Number and Qualification. The Board of Trustees shall consist of seven trustees, all of whom shall be members in good standing but no more than one board member may be owner of the same lot(s) or a family member of the same household.

B. Election. The membership of the Association shall elect members to the Board of Trustees, by secret ballot, at an annual members meeting held on the second Saturday in July.

C. Terms of Office. The term of office for trustees shall begin immediately following the annual meeting of members at which they are elected and run for a period of three years. The terms of office shall be staggered over a three-year period to effect election of two or three board members each year.

D. Vacancies. The Board shall fill Board vacancies caused by resignations or otherwise. A successor will be appointed from the membership within a reasonable period of time at any Board meeting at which a quorum is present.

E. Removal of Board Member. A Board member may be removed with or without cause by a majority vote of the members, voting at a meeting with a quorum, upon proper submission of a member initiative or Board of Trustees referendum. A Board member may also be removed by resignation or disqualification. A Board member shall become disqualified if he or she is no longer a member or a member in good standing as determined by the Board of Trustees. A Board member may also be removed from the Board for not attending Board Meetings. If a Board member misses three (3) consecutive Board meetings, then that Board member may be removed by a majority vote of the remaining Board members after notice and opportunity to be heard.

### **Article 8. Officers**

A. Election. The Board of Trustees shall elect its officers from among the Board members at its annual special meeting on the second Saturday of July for the term of one year. The Officers of the Association shall be President, Vice President, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined and filled by the same person.

The Board of Trustees may also create any other office which in their judgment may be desirable. The additional office(s) shall be elected and filled as provided herein for the other officers.

All officers are subject to the control of the Board of Trustees.

B. Vacancy. If an officer is removed, becomes disqualified, or resigns, the Board of Trustees shall elect a replacement within a reasonable period of time.

C. Removal. Any Officer may be removed by a majority vote of the entire Board of Trustees.

#### **D. President and Vice President.**

1. The President shall be the Association's chief executive officer and shall preside at all meetings of the Board and members. The president shall always perform his or her duties to the direction and management of the Board of Trustees.

2. The Vice President shall perform the duties of the President when the President is unavailable. The Vice President shall also perform duties as may be prescribed by the Board of Trustees.

**E. Secretary.** The Secretary shall be ex-officio secretary of all member and Board meetings and shall:

- Keep the minutes of all meetings of the membership and of the Board of Trustees;
- Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- Be custodian of the Association's corporate records;
- Maintain the official list of Association members and lots;
- Hold the corporate seal of the Association, and in the course of the Association's business, affix the seal to all legal instruments where appropriate; and
- Perform other duties as may be prescribed by the Board of Trustees.

**F. Treasurer.** The Treasurer shall:

- Have charge and custody of all funds of the corporation;

- Keep all corporate funds deposited to the credit of and in the name of the Association in such place or places as the Board of Trustees may designate;
- Keep a complete and accurate accounting of the financial records of the Association prepared in accordance with accepted accounting practices;
- Present written financial reports to the members at the annual membership meeting, monthly Board meetings, and at all other times as required;
- Accept and disburse funds at the direction of the Board of Trustees;
- Sign and counter-sign checks, drafts, orders for money, notes and receipts of the Association; and
- Perform all other duties as may be prescribed by the Board of Trustees.

The Association shall hold fidelity insurance or otherwise bond the Treasurer and any other Board member authorized to disburse or handle TICC funds for faithful discharge of his or her duties in an amount determined by the Board of Trustees.

G. Execution of Documents. The President, or in the absence of the President, the Vice President, shall sign and execute all contracts, conveyances, notes and security agreements on behalf of the corporation.

When necessary, due to particular circumstances, the Board of Trustees may specifically authorize signing and execution to another Board member. Checks, drafts, and other negotiable instruments, and other documents except amendments to Association documents, may be signed and/or executed as provided by the Board of Trustees.

The President, or Vice President in the absence of the President; and Secretary, or Treasurer in the absence of the Secretary; shall together be responsible for preparing, executing, certifying and recording Association governing documents, Association rules and regulations, and amendments thereto.

H. Records. The Association shall keep at its principal or registered office copies of its records including current Articles of Incorporation and Bylaws. The Association shall keep and maintain electronic files as well as hard copy files of the records.

Except as otherwise specified by law, the minutes of any membership or Board meeting, 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.

## **Article 9. Board of Trustees – Meetings**

A. Where and When. The Board of Trustees shall conduct Board meetings in a public place except in an emergency, urgent situation, or when a reasonable public place is not available.

At a minimum there shall be six regular Board meetings held each year.

B. Special Board Meetings. Special meetings of the Board of Trustees may be called by the President or by a quorum of the Board.

C. Quorum. A quorum of the Board of Trustees for the transaction of business shall be a majority of the then sitting board members but no less than three board members.

D. Notice. Notice of regular Board meetings shall be given by general reference in mailings to the membership, and/or by posting on the reader board and TICC website.

Notice of special board meetings shall be given, when reasonably possible, to board members at least forty-eight hours prior to the meeting, by personal communication, or best alternate means. Notice of special board meetings shall also be given to the general members at least forty-eight hours prior to the meeting, when reasonably possible, by posting notice at the reader board and website. Notice to board members may be provided by electronic transmission under the provisions of RCW 24.03.009 or hereafter amended.

E. Action by Board of Trustees without a meeting. Any action to be taken at a meeting of the Board of Trustees may be taken without a meeting if consent in the form of a record, setting forth the action so taken, shall be executed by all board members. Any action so approved shall have the same effect as though taken at a

meeting of the Board and the action shall be addressed by the Secretary at the next scheduled Board meeting for incorporation into the Board's minutes.

F. Telecommunications. Board members and any committee of members of the Association may participate in a meeting by conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time. Participation by that method constitutes presence in person at a meeting.

G. Open Meetings. All meetings of the Board of Trustees and its committees shall be open for observation by all members and their authorized agents, except as otherwise specified by law.

### **Article 10. Bylaw Amendments.**

Amendments to these Bylaws shall be submitted to the membership for a vote at an annual or special members meeting. Proposed amendments may be submitted by the Board of Trustees in the form of a referendum, or as an initiative submitted by a petition signed by twenty percent of the membership in good standing. Before any amendment to the Bylaws is declared adopted, an amendment must receive two-thirds approval of the members voting either in person or by proxy.

### **Certification of Amendment**

A. Certification. We, the President and Secretary of Treasure Island Country Club, certify that the above stated Bylaws are properly adopted according to all requirements as an amendment to the Bylaws of Treasure Island Country Club.

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By-Laws filed August 3, 2009, under Mason County Auditor's file #1944290.

Amendment to By-laws, Article 7.E., filed November 7, 2016, under Mason County Auditor's file #2065148.

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