**BY-LAWS OF LAKE SYMINGTON COMMUNITY CLUB**

**ARTICLE I**
**Identification**
**Section 1.** **Name.** The name of this corporation is LAKE SYMINGTON COMMUNITY CLUB, which shall be referred to herein for the convenience as the Association.
**Section 2.** **Principal Office.** The principal office of the Association shall be in the County of Kitsap, in the State of Washington.

**ARTICLE I I**
**Purpose and Powers**
**Section 1. Purpose.** The primary purpose of the Association shall be to further and promote the common interests and welfare of its members within the subdivided land area situated in Kitsap County, Washington, known generally as Fort Wm. Symington, referred to herein for convenience as the Subdivision.
**Section 2. Powers.** The Association shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote its object and purposes. It shall have, but not be limited to, the following powers:
• To acquire real or personal property by gift, purchase or other means;
• To own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage or otherwise encumber, or dedicate for public use, any real or personal property owned by it;
• To exercise the powers and functions granted to it in the recorded restrictions of each unit in the Subdivision;
• To construct, maintain, and operate recreational facilities of all kinds within the Subdivision;
• To pay taxes and assessments, if any, levied by governmental authority on property owned by it;
• To enforce charges, easements, restrictions, covenants, conditions and agreements existing upon or created for the benefit of the real property in the Subdivision;
• To appoint such committees as may be necessary to, or convenient in, the discharge of any of its obligations or powers;
• To levy an annual charge upon its members and to declare a lien against any property subject thereto, in accordance with the recorded restrictions of each unit in the Subdivision;
• To sue and to foreclose on any unit in the Subdivision to collect any unpaid charges, penalties or fees;
• To borrow money, contract debts, and issue bonds, notes, and debentures, in order to secure payment for the performance of its obligations;
• To expend its moneys for the payment and discharge of all proper costs, expenses and obligations incurred in carrying out all or any of these powers in furtherance of its purposes;
• To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;
• To contract and pay for maintenance, gardening, utilities, licensing, improvements, materials supplies and services, including legal counsel and accountants, relating to property or facilities owned or operated by the Association;
• To do all other acts necessary or expedient for the administration of its affairs and the attainment of its purposes.

**ARTICLE I I I**
**Membership
Section 1. Classes.** There shall be two (2) classes of membership in the Association (members and associate members).
**Section 2. Members.** The following shall be entitled to associate membership in the Association.
• Membership shall be appurtenant to lots (as the same are defined herein) in the Subdivision; all persons who are now owners or who become owners thereof shall, by reason of such ownership become and hereby are made members of the Association. Each unit of any multiple-family residential building, guesthouse, inn or hotel facility within the Subdivision, shall be considered as a single member for purposes of dues and voting.
• Members shall be limited to the owners of not less than one (1) lot (as the same is defined herein) in the Subdivision. Only one (1) of any number of co-owners of a lot shall be a member.
• A lot held by any form of joint ownership, including community property, shall qualify the owners for one (1) membership only, to be issued in the name designated by the co-owners unless otherwise directed. A member shall be entitled to one (1) vote regardless of the number of lots owned and provided the annual dues are held current.
**Section 3. Associate Members.** The following shall be entitled to associate membership in the Association:
• Co-owners of any lot;
• The spouse and/or children of a member who also have the same residence as the member.
• Any person who is a tenant or regular occupant of any unit in any multi-family residential building or guesthouse, inn or hotel facility within the Subdivision;
• Officers and directors of the Association not otherwise a member by reason of lot ownership pursuant to Section 2 of Article II. Persons qualifying under more than one (1) of the above categories shall, nevertheless, be entitled to only a single associate membership. Associate members shall have no vote or right to notice of any meeting of members, regular or special. Associate member shall not be required to pay an annual charge but shall be entitled to enjoy all the other privileges of membership, subject, however, to their observance of all rules and regulations governing the conduct or members. Associate membership shall cease automatically upon termination of status giving rise to such membership.
• The owner of more than one (1) lot shall be considered as a single member for purposes of notice and determination of associate memberships.
**Section 4. Lot Defined.** For purposes of these by-laws, Lot or Lots shall be defined as consisting of:
All Subdivided lots described and set forth in unit maps of the Subdivision now recorded and from time to time recorded in the Office of the County Recorder of Kitsap County, Washington;
**Section 5. Privileges.** Members and associate members, and the guests of each, shall have the use of the street and parks in the Subdivision and any other property or facilities from time to time owned by the Association, subject to the provisions of the restrictive covenants of the various units of the Subdivision from time to time recorded and such other rules for the use of the streets, parks or other property or facilities as may be adopted by the Board of Directors of the Association.

**ARTICLE IV**
**Membership and Transfer**
**Section 1. Transfer.** Membership in the Association is transferable only upon the conveyance of the lot giving rise to such membership and any other attempted transfer or assignment of membership shall be null and void. Transfers of record which occur by reason of conveyance of any lot shall be subject to the payment of all indebtedness to the Association of the member whose membership is transferred. Members are required to notify the Association of transfer of title during escrow.

**ARTICLE V**
**Meetings of Members
Section 1. Place of Meeting.** Any meeting of the members of the Association for the purposes of conducting Association business shall be held in Kitsap County, Washington, at such a particular place therein as stated in the notice for such meeting.
**Section 2. Annual Meeting.**The annual meeting of the members of the Association for the election of Directors whose terms have expired and for the transaction of such other business as may properly come before the meeting shall be determined by the Board of Directors. Written notice of each annual meeting shall be given to each member entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his recorded address appearing on the books of the Association. All such notices shall be sent to each member entitled thereto not less than 14 days before each annual meeting, and shall specify the place, the date and the hour of such meeting and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting.
**Section 3. Special Meetings.** Special meeting of the members for any purpose or purposes whatsoever may be called at any time by the President, or by a majority of the Board of Directors. Except in special cases where other express provision is made by statute, notice of such special meeting shall be given in the same manner as for annual meetings of members. Notices of any special meeting shall specify in addition to the place date and hour of such meetings, the general nature of the business to be transacted.
**Section 4. Quorum.** The presence in person or by proxy of at least 4 board members shall constitute a quorum. At least one member must be either the President or Vice President. A duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.
**Section 5. Adjourned Meetings and Notice Thereof.** Any members’ meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the voting power but in the absence of a quorum no other business may be transacted at such meeting.
**Section 6. Voting.** Except as otherwise provided by law, only members whose status meets the definition provided in ARTICLE IX. Section 1 of the By-Laws, shall be entitled to vote at any meeting. Such vote may be via voice or by ballot; provided however, that all elections for directors must be by ballot upon demand by member at any election and before the voting begins. Except as otherwise provided herein, each member is entitled to one vote.
**Section 7. Action Without Meeting.** Any action which may be taken at a meeting of the members, may be taken without a meeting, if authorized in writing by all of the members who are entitled to vote upon such action and filed with the Secretary of the Association, except as otherwise provided by law.
**Section 8. Proxies.** Every member entitled to vote or execute consent has the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent and filed with the Secretary of the Association, provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of the time for which such proxy is to continue in force, which in no event shall exceed seven (7) years from the date of its execution. Co-owners may waive the written notice requirement to vote for the member of record. Agents shall be limited to a maximum of five (5) proxy votes.

**ARTICLE VI**
**Directors
Section 1. Powers.** Subject to any limitations of the articles of incorporation, of these By-Laws, and of the General Non-profit Corporation Law of Washington, and subject to the duties of directors as prescribed by these By-Laws, all corporate powers of the Association which may be exercised by or under the authority of the Association, shall be controlled by the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers:
• To select and remove all officers, agents and employees of the Association and prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or these By-Laws, as they deem best;
• To conduct, manage and control the affairs and business of the Association and to make such rules and regulations therefore not inconsistent with the law, and with the articles of incorporation of these By-Laws, as they deem best;
• To change the principal office for the transaction of the business of the Association from one location to another within the same county as provided in Article I, Section 2, hereof; to designate the place for the holding of any members’ meeting or meetings; and to take such steps as may be necessary to implement any of the powers of the Association as provided in ARTICLE II, Section 2, hereof;
• To appoint an executive Committee and other committees, and to delegate to such Executive Committee any of the powers and authority and of the Board in the management of the business and affairs of the Association except the power to adopt, amend or repeal By-Laws. Any such Executive Committee shall be composed of two (2) or more directors.
**Section 2. Number and Qualification.** The authorized number of directors of the Association shall be no more than 12 nor less than 5 until changed by amendment of the Articles of Incorporation or by a by-law amending this Section 2. which shall be duly adopted by the members. Directors shall be required to be members or associate members.
**Section 3. Election and Term of Office.** At each annual meeting of members, the directors shall be elected by the members, provided that if for any reason any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected by any special meeting of members held for that purpose. All directors shall hold office until their respective successors are elected.
**Section 4. Vacancies.** Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or special meeting of the members or appointed by the remaining Board of Directors.
• A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director or if the authorized number of directors be increased, or if the members fail at any annual or special meeting of members at which time any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting, or if a vacancy is declared by the Board of Directors for any reason permitted by law.
• The members may elect a director or directors at any time to fill any vacancy or vacancies. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the members shall have power to elect a successor, pursuant to the provisions hereof, to take office when the resignation is to be effective.
• No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.
**Section 5. Regular Directors’ Meetings.** Immediately following each annual meeting of members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Call and notice of such a meeting are hereby dispensed with. Regular meetings shall be scheduled and conducted monthly for the purpose of transacting routine Association business.
**Section 6. Special Directors’ Meetings.** Special meetings by the Board of Directors for any purpose or purposes may be held at any time upon being called by the President or, if he is absent or unable or refuses to act, by the Vice-President. Such meetings may be held at any place agreed to by the Board of Directors. Written notice of the time and place of special meetings shall be communicated with the Board of Directors at least three days prior to the time of the holding of the meeting. Such mailing, or delivery as above provided shall constitute due, legal and personal notice to such director.
**Section 7. Waiver of Notice.**The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though held at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written notice or agrees via email or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.
**Section 8. Quorum.** A majority of the acting Directors shall constitute a quorum at any Directors’ meeting and must include a President or Vice President for the transaction of business, this may include agreement by consent via email, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number be required by law or by the Articles of Incorporation.
**Section 9. Adjournment and Notice.** A quorum of the directors may adjourn any Directors’ meeting to meet again at a stated day and hour, provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

**ARTICLE VII**
**Officers
Section 1. General.** The officers of the Association shall be (1) President, (1) or more Vice Presidents, (1) Secretary, (1) Treasurer, and (1) Dam Safety Officer. Each of them shall be elected by the Board of Directors. The Association may also have such other officers, including one (1) or more Assistant Secretaries, as may be appointed by the Board of Directors. Officers, other than the President, need not be directors. One person may hold two (2) or more offices, except those of President and Secretary. Each officer shall hold their office until they shall resign or shall be removed or otherwise disqualified to serve, or their successor shall be elected and qualified; provided that officers may be appointed at any time by the Board of Directors for the purpose of initially filling an office or filling a newly created or vacant office.
**Section 2. Removal and Resignation.** Any officer may be removed, either with or without cause, by a majority of the Directors in office at the time, at any regular or special meeting of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the 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.
**Section 3. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these by-laws for regular appointments to such office.
**Section 4. President.** The President, who shall be chosen from the Board of Directors, shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general prevision, direction and control of the business and officers of the Association. He shall be an exofficio member of all the standing committees including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office or president of a corporation, and such other powers and duties as may be prescribed by the Board of Directors or these by-laws.
**Section 5. Vice-President(s).** In the absence or disability of the President, the Vice President(s) in order of their rank as fixed by the Board of Directors, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall have such other powers and perform such other duties as may be prescribed for them respectively by the Board of Directors, the President or these by-laws.
**Section 6. Secretary.** The Secretary shall keep or cause to be kept at the principal office or such other place as the Board of Directors may order, a file of minutes of all meetings of directors and members, or a duplicate thereof, with the time and place of holding, whether regular or duplicate thereof, with the time and place of holding whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors meeting, and the proceedings thereof. The Secretary shall give, or cause to be given, notice of all the meeting of the members and of the Board of Directors, required by these by-laws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors, the President, and Board of Directors.
**Section 7. Treasurer.** The Treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains or losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name of and to the credit of the Association with such depositaries as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association and shall have such other powers and perform such other duties as may be prescribed by the Board Of Directors, the President of these by-laws. The Treasurer shall keep or cause to be kept, in any form permitted by law, at the principal office or such other place as the Board of Directors may order, a membership register.

**ARTICLE VIII**
**Annual Assessment
Section 1. General.** Each year the Board of Directors shall consider the current and future needs of the Association and, in light of the needs, shall fix by resolution the amount of the annual assessment to be levied against each lot in the Subdivision, which amount shall be debt of the owner thereof at the time such charge is made.
**Section 2. Amount.** The annual assessment to be so levied shall be fifty dollars ($50.00) per member.
**Section 3. Late fee.** If the annual assessment of any lot has not been received after a period of 30 days, a late fee of ten dollars ($10) shall be assessed.
**Section 3. Notice.** The Secretary or other appointed Board Member shall mail to each member, at each member’s recorded address, written notice of each annual assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment shall become due and payable.
**Section 4. Delinquent Obligations.** No transfer of parcel ownership shall be permitted until all delinquent financial obligations to the Association, if any, have been satisfied in full. If property transfer is result of foreclosure or other such civil action, a transfer fee equal to the amount of the obligation shall be levied upon the property and payable in full to the Association upon sale closure.
**Section 5. Lien.**The amount of annual assessment, when delinquent, plus any other charges thereon such as interest and cost of collection (including attorney's fees) if any, shall constitute and become a lien on the lot so assessed, or on the underlying real property (in the case of units in a multi-family residential building or guesthouse, inn or hotel facility) when such delinquency meets the conditions and criteria set by the Board of Directors, to wit: A lien will be filed when the property’s delinquent financial obligation to the Association, for any cause, equals or exceeds the amount of three (3) years’ dues. The fee for canceling a lien is the value of the lien, plus $150.00 for processing and handling. The Association may further charge an expedite fee of $25 to process a Lien for escrow purposes.
At such a time, the Board of Directors shall cause to be recorded with the County Recorder of the lot's County, a notice of assessment which shall state the amount of such assessment and such other charges, a description of the lot or other real property which has been assessed, and the name of the record owner thereof. Such assessment and such other charges, and the name of the lot or other real property which has been assessed, and the name of the record owner thereof. Such notice shall be signed by the Treasurer of the Association on behalf of the Association.
Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The authority to levy such assessment upon lots in the subdivision is granted to the Association by the Declarant of the recorded declarations of restrictions imposed and to be imposed by it from time to time upon the various units comprising the Subdivision.
**Section 6. Priority of Lien.** Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except that liens of first mortgages and/or first deeds of trust incurred for the purposes of constructing a residence or other improvement thereon and which are recorded in accordance with applicable law shall be superior to any and all such liens provided for herein.
**Section 7. Lien Enforcement.** The lien provided for herein may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the annual assessment in accordance with its terms. Such sale shall be conducted in accordance with the provisions of the laws of the State of Washington, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.
**Section 8. Use of the Facilities.** During any period in which a member is delinquent in payment of his dues or any assessment, the Association through its officers may restrict that member from using any and all community facilities.

**ARTICLE IX**
**Miscellaneous
Section 1. Lake Symington Dam and Fish Ladder.** The Association shall maintain Lake Symington Dam and Fish Ladder per the requirements of the Department of Ecology by appointing a Dam Safety Officer. The Dam Safety Officer shall keep records of dam maintenance and be present during DOE inspections. The Dam Safety officer shall maintain a current Emergency Action Plan.
**Section 2. Inspection of Records.** The membership register or duplicate membership register, the books of account and minutes of proceedings of the members, and the Board of Directors and the Executive Committee if any, shall be open to inspection upon the written demand of any member at any reasonable time and for a purpose reasonably related to his interest as a member.
**Section 3. Checks and Drafts.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of a payable to the Association shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.
**Section 4. Annual Accounting.** An annual report and account, including a statement of income and disbursements, shall be posted to the Association web site for member review.
**Section 5. Execution of Contracts.** The Board of Directors, except as may be otherwise provided in these by-laws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument of document in the name of and on behalf of the Association and such authority may be general or confined to specific instances. Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts, promissory notes and other evidences of indebtedness, deeds of trust, mortgages and other corporate instruments or documents shall be executed, signed or endorsed by the President (or any Vice President) and by the Secretary (or any Assistant Secretary) or Treasurer.
**Section 6. Limitation of Powers.**No contract shall be entered into with the developer of the Subdivision which binds the Association for a period in excess of one (1) year without reasonable cancellation provision included therein.
**Section 7. Inspection of By-Laws.** The Association shall keep the original or copy of the by-laws as amended or otherwise altered to date, certified by the Secretary which shall be posted to the LSCC web Site for inspection by the members.

**ARTICLE X**
**Amendment**
New by-laws may be adopted or these by-laws may be amended or repealed by the vote or written assent of the Board of Directors.

**ARTICLE XI**
**Covenants, Conditions & Restrictions.**
The board shall have responsibility for creating, amending and enforcing Covenants, Conditions & Restrictions.
• The CC&R’s shall be posted on the LSCC web site.  Amendments to the CC&R’s shall be communicated to the members by means of postal mail, newsletter, or any other means deemed appropriate by the Board of Directors.
• The Association may levy fines against members for failure to comply with CC&R’s.  The Association may take any and all legal action necessary to correct noncompliance issues and charge non-compliant members for any costs associated with such corrective action.

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