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BYLAWS OF THE WOODMONT COUNTRY CLUB

ARTICLE 1: MEMBERSHIP

The membership shall be comprised of lot owners and residents of the Plat of Woodmont Beach who fulfill the membership requirements defined in the following section.

Section 1. MEMBERSHIP DEFINITIONS

Eligibility for membership in the Woodmont Country Club shall include lot owners and temporary and permanent residents of the following Blocks and properties listed below, and as dictated by tradition and Club Bylaws and membership vote since 1915:

Blocks: A, B, C, D, 18, 19, 20, 26, 27, 34, 35, 40, 41, 42 and homes/properties that can only be accessed from Woodmont Beach Road S. located south of S 272nd Street on 7th Avenue S, 8th Avenue S, and 10th Avenue S, and the homes on the north side of S 264th Street and access the property off of S 264th Street between 8th Avenue S and Marine View Drive, also the 2 homes north of Block A, also known as North Beach.

1.1 Active Members

The active members shall consist of persons and their immediate family, who own or have purchased, or have entered into a contract for the purchase of lots in the applicable blocks of the Plat of Woodmont Beach and other properties that can only be accessed as defined in Section 1, above. The active members shall also consist of property owners residing adjacent to the Plat of Woodmont Beach who are now members of the Club. Only one Active Membership is allowed per lot.

1.2 Temporary Members

Temporary members shall consist of persons and their immediate family, who are renters or lessors in the Plat of Woodmont Beach and adjoining properties as described in Section 1. The property owners may pay temporary membership dues for renters. Only one Temporary Membership is allowed per lot.

Section 2. MEMBERSHIP APPLICATION

2.1 Application for Active Membership

An applicant shall submit their application on a form provided by the Club to the Board of Trustees. The current year's dues and the initiation fee shall accompany the application. The application shall be examined for consistency with Section 1 and if qualified, accepted by the membership committee.

Section 3. INITIATION FEE, DUES AND SPECIAL ASSESSMENTS

3.1 Initiation Fee

The initiation fees for Active and Temporary Members shall be the rate(s) established by a two-thirds majority vote of the members-present at a business meeting. The Club may establish different fees for Active and Temporary Members.

3.2 Dues

Dues for all members shall be the rate established by a two-thirds majority vote of the members present at a business meeting. Dues shall be payable on the first day of April and delinquent June 1 of the same year. Dues will be prorated for new members from the date of application to June 1. Persons 65 years or older may pay a reduced rate as established by a two-thirds majority vote of the members present at a business meeting.

3.3 Special Assessments

Special assessments shall be an allowable means of providing funds for specific projects or for payments of legal indebtedness. Special assessments shall be recommended by the Board of Trustees to the members and shall be approved by a two-thirds majority vote of the members present at a business meeting.

Section 4. TERMINATION of MEMBERSHIP

4.1 Termination of Active Membership

An active membership shall be terminated upon the sale of property owned within the established Woodmont Country Club boundaries or upon written notice to the Board of Trustees of the desire to terminate the membership.

4.2 Termination of Temporary Membership

A temporary membership shall terminate upon moving from the Woodmont Country Club's established boundaries or written notice to the Board of Trustees of desire to terminate the membership.

Section 5. SUSPENSION

Members will be suspended from the Club for failure to pay dues or special assessments as outlined in Sections 3.2 and 3.3 of these Bylaws or for conduct judged to be detrimental or injurious to the welfare of the Club. A suspended member shall not be entitled to any privileges of the Club.

5.1 Suspension for Failure to pay Dues or Special Assessments

Any member who fails to pay or make satisfactory arrangements for payment of dues or assessments within sixty (60) days after they become delinquent will be suspended at the discretion of the Board of Trustees.

5.2 Injurious Conduct

The Board of Trustees for actions judged to be detrimental or injurious to the welfare of the Club may suspend a member of the Club. One or more members of the Club must file a complaint against a member with the Board of Trustees in writing; and if, upon investigation, the Board finds sufficient grounds for suspension, they may suspend the member. A two thirds majority vote of the Board is required for suspension. Before suspending a member, the Board of Trustees shall give the member an opportunity to appear before them in their own defense.

Section 6. REINSTATEMENT

A member who is suspended or terminates their membership may be reinstated by the procedure outlined in Section 2 for new membership.

ARTICLE II: RIGHTS, PRIVILEGES AND RESPONSIBILITIES

Section 1. MEMBER ENTITLEMENTS

1.1 Active Members

Active members are entitled to all privileges of the Club facilities, to hold office, and to vote on transactions of business at Club business meetings. One vote shall be allowed per paid up membership. No additional votes shall be allowed for lots in excess of one that the member shall own or have under contract.

1.2 Temporary Members

Temporary members shall be entitled to the same rights and privileges as active members except that they shall not be permitted to hold office or vote on Club business.

1.3 Guests

All members are entitled to entertain guests on Club facilities. Guests are defined as persons residing outside the Club boundaries who are visiting houseguests of a member.

1.4 Pre-Approved Guests

The Board is authorized to consider and decide upon written requests submitted by any Active Member to authorize temporary access to Club venues by a designated person deemed to be an extended-stay or regular guest of the member, so long as such guest is not a short-term renter, boarder, or lodger paying to stay on the member's lot. Examples of such individuals include, but are not limited to, house-sitters, nannies, long-term caregivers, and family members or close friends visiting for extended periods of time. The Board may adopt procedures and criteria to consider such requests, and shall have authority to approve, condition, limit, or deny any request. A current list of Pre-Approved Guests with access to any Club venues or facilities shall be maintained by the Board and shall

be available to Members upon request.

Section 2. GENERAL RESPONSIBILITY

All members are responsible for maintaining Club facilities, guests' actions, ensuring the Club rules and regulations are adhered to, policing Club facilities for unauthorized actions by members or non-members, and paying dues and assessments as outlined in Section 3 of Article I.

ARTICLE III: MANAGEMENT

The general management and control of affairs in the Club shall be vested in the Board of Trustees, consisting of 10 members. The Board will consist of a President, Vice President, Secretary, Treasurer, and 6 Directors.

Beginning with elections held at the 2023 Annual Business Meeting, the term for the President shall be 2 (two) years, and the terms for all other Board positions will be staggered into the following three Groups of Officers and Directors:

(i) the first group ("Group 1") will be elected to serve a one-year term at the 2023 Annual Business Meeting, and will be up for election in 2024 and thereafter every three years;

(ii) the second group ("Group 2") will be elected to serve a two-year term at the 2023 Annual Business Meeting, and will be up for election in 2025 and thereafter every three years; and

(iii) the third group ("Group 3") will be elected to serve a three-year term at the 2023 Annual Business Meeting, and will be up for election in 2026 and thereafter every three years.

Group 1 shall be comprised of the Vice President, and two Director positions; Group 2 shall be comprised of the Secretary and two Director positions; and Group 3 shall be comprised of the Treasurer and two Director positions.

A Board member shall not be elected to serve more than six consecutive years in a seven-year period.

Section 1. OFFICERS AND BOARD OF TRUSTEES

1.1 President

The President shall preside at all meetings of the Club, be the general executive officer of the Club, and shall have general supervision and direction over its affairs. The President shall sign all instruments in writing on behalf of the Club under the direction of the Board of Trustees, and shall be ex-officio member of all committees. The President shall have the power to call a meeting of the Board of Trustees or of the Club at whatever time necessary. The President, in addition to the Treasurer, shall be authorized to withdraw money by check from the bank in which it is deposited.

1.2 Vice-President

The Vice-President shall perform the duties of the President in his/her absence.

1.3 Secretary

The Secretary shall keep full, true and correct minutes of all meetings of the Club and of the Board meetings. The Secretary shall attend to all correspondence existent to the affairs of the Club. The Secretary shall be custodian of all Club records and property and shall perform such duties as may be existent to the office or may be required by the Board of Trustees.

1.4 Treasurer

The Treasurer shall have charge of all the monies of the Club and shall keep a fair and true account of all receipts and disbursements. At each annual meeting, and at such times as may be required by the Board of Trustees, the Treasurer shall present to the Trustees or to the Club, a statement showing the financial condition of the Club.

The Treasurer shall perform all other duties that may be consistent with the office, or that may be delegated to the Treasurer by the Board of Trustees. The Treasurer shall keep funds of the Club in a bank selected by the Board of Trustees. Withdrawal of money shall be by check or online banking authorization provided by the President or Treasurer. The Treasurer will send dues notices and notify members when their dues become delinquent.

Access to electronic banking account records, including all transactions and current bank statements, shall be available to the Treasurer, as well as the President, who shall be responsible for actively monitoring Club accounts on a regular basis.

1.5 Directors

The Directors shall be responsible for the operation of standing committees and shall perform other duties assigned by the President.

1.6 Board of Trustees

The Board of Trustees shall enforce and create such rules that it may deem necessary for management of the Club. The Board of Trustees is authorized to spend no more than \$5,000 for single event, club maintenance, repair or administration without prior approval of the membership at a business meeting.

Section 2. STANDING COMMITTEES

Standing Committees of the Club will be:

- Maintenance
- Membership
- Social
- Nominating.

elected President at the annual business meeting, or no later than 30 days after that meeting. The President will appoint the Nominating Committee no later than 30 days before the election of officers.

Section 3. VACANCIES

In case of any vacancy in the Board of Trustees, the Board of Trustees shall fill such vacancy and the person chosen shall serve until the next annual business meeting, when the position affected by the vacancy will be up for election to serve any unexpired portion of the term assigned to such position.

Section 4. LIABILITY INSURANCE

Any member serving in the Board of Trustees will be covered by Director's and Officer's Insurance through a policy held by the Club. Any board member operating in good faith will not be liable and the deductible amount not covered by the board insurance will be paid by the Woodmont Country Club.

Section 5. FIDUCIARY DUTIES AND AVOIDING CONFLICTS OF INTEREST

The Club encourages the active involvement of its Officers, Board members, and members of any committees created by the Board ("Covered Members") in performing their duties on behalf of the Club. The purpose of this provision is to protect the interests of the Club when it is considering an action, or contemplating entering into a transaction or arrangement, that might benefit or harm the private interest of a Covered Member. The policy included in this provision is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

5.1 Covered Members are expected to conduct themselves in all Club matters with respect for their fiduciary duties of care, loyalty, and obedience to the Club¹. A conflict of interest may arise when an individual's personal interests – including family, financial, or another interest – impairs or could be seen to impair the independence or objectivity of the Covered Member in fulfilling their fiduciary duties, making decisions, or discharging their duties on behalf of the Board or Club.

5.2 Covered Members shall carefully consider any potential conflict of their personal interests with the interests of the Club and refrain from any action which might be perceived as an actual or apparent conflict of interest.

5.3 When the Board, or any committee, is to decide upon an issue about which a Member has an unavoidable conflict of interest, that Member shall disclose the general nature of their conflict and physically absent herself or himself without comment from not only the vote, but also from the deliberation, unless directly requested by the President or relevant committee chair to provide factual information or answer factual questions that may assist

¹ See descriptions of fiduciary duties provided in the most current version of the "Quick Guide" for Nonprofit Board Service in Washington State, prepared by the Washington Secretary of State's Office and the Office of the Attorney General, using the following link: https://www.sos.wa.gov/_assets/charities/2015-quick-guide-for-board-service.pdf

the Board or Committee in making a sound decision. In no case shall that Member vote on such matter or attempt to exert personal influence in connection therewith.

5.4 Disclosure of any conflict of interest and abstention from participation and voting on a matter based upon such conflict shall be recorded in the minutes of the meeting(s) at which the issue is discussed and decided.

5.5 Each Covered Member has the affirmative responsibility to report to the President (in the case of concerns related to Board or committee members) or to the Vice President (in the case of concerns related to the President) any and all knowledge of any action or conduct that is, was, or may appear to a reasonable person to be: i) in breach of any fiduciary duty(ies) owed to the Club; and/or ii) a conflict of interest.

5.6 After disclosure of the potential conflict of interest, the interested person shall leave the board or committee meeting while the matter is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

5.7 The Board or affected committee may meet in closed session to consider such report and shall have authority to determine how to address the matter, including without limitation: excluding the Member with a conflict or breach of duty from voting or participating in deliberations regarding a particular matter; corrective action deemed appropriate under the circumstances presented; rescinding, reconsidering, or ratifying any matter where a member with a conflict participated in a vote; finding that no material conflict of interest exists; finding that the matter was fair to the Club; or such other action provided by law.

5.8 The Board may adopt Rules to provide examples, define terms, or otherwise implement this policy.

ARTICLE IV: MEETINGS

Section 1. MEMBERSHIP MEETINGS

Two regular business meetings of the membership shall be held each year – the first one no later than March 31st; the second meeting in the month of May to adopt a budget, to elect officers, and conduct any other pertinent business. They shall be held at a place and at a date and time to be designated by the Board of Trustees. Notice of meeting place and date and time shall be sent by mail or email to each member at least ten days prior to such meeting. Special meetings may be called at any time by the President or by any two members of the Board of Trustees, or by a group of members equal to or exceeding a quorum. A notice of such meeting, with a description of the purpose of the special meeting, shall be sent by mail or email to each member at least ten days prior to such meeting.

If such notice is mailed, it shall be deemed delivered when deposited in the official government mail properly addressed to the member at his or her address as it appears on the records of the Club with postage thereon prepaid. Notice provided in an electronic

transmission is effective when it: (a) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

1.1 Order of Business

The order of business at the annual business meeting, except when otherwise determined by the President, will be as follows:

- A. Roll call and introduction of new members
- B. The reading and approval of the minutes of the previous business meeting.
- C. Treasurer's report
- D. President's report
- E. Committee report
- F. Unfinished business
- G. Election of officers
- H. Appointment of committees
- I. New business
- J. Adjourn

1.2 Quorum

A quorum at the annual or special business meetings shall consist of 25% of the membership eligible to vote. No official business can be conducted without a quorum.

Section 2. BOARD OF TRUSTEES

At least six business meetings per year shall be held with dates and times to be determined by the President or any two members of the Board of Trustees. Six members of the Board constitute a quorum for transaction of business. A report of Club business shall be sent out to the members at least four times each year and minutes of the Board of Trustees meeting shall be posted at a Club location following each Board meeting.

ARTICLE V: AMENDMENTS

These Bylaws may be amended by two-thirds vote of the members present at a regular or special meeting of the members of the Club, provided that notice of said amendment should have first been given in the notice for the meeting.