



# PORT SUSAN CAMPING CLUB BY-LAWS

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*REVISED JULY 2013    MOTION #040512*

BY-LAWS  
OF  
PORT SUSAN CAMPING CLUB  
A Non-profit corporation

“As amended and approved by the Tulalip Tribes June 14, 1996”

ARTICLE I

Definitions

Section 1: “Club” shall mean and refer to PORT SUSAN CAMPING CLUB an Authority chartered by ordinance of the Tulalip Tribes of Washington, an Indian Tribe organized under the Indian Reorganization Act. The Club is chartered for a period of seventy-five (75) years, expiring May 16, 2052.

Section 2: “Property” shall mean all real estate located on the Tulalip Indian Reservation, Snohomish County, Washington, which is designated by the Tulalip Tribes of Washington for the use of the Club. Further, property shall mean all structures, facilities and improvements existing or hereafter constructed on the portions of said real estate designated to the Club.

Section 3: “Campsites” shall mean those areas of the subject property that are designated by the Club for the use of its members. A member’s right to use and occupy a campsite shall be contingent upon maintaining a current status as a member of the Club in good standing and strictly complying with the terms and conditions of the Charter, By-laws and Rules and Regulations of the Club.

Section 4: “Common Property” shall mean those portions of the subject property to the extent that the same have been designated by the Board of Directors for the common use of the Club members.

## ARTICLE II

### Location

The principal office of the corporation shall be: PORT SUSAN CAMPING CLUB, 12015 Marine Drive, Marysville, Washington 98271-9304.

## ARTICLE III

### Membership

#### Section 1:

(a) Members shall be over the age of eighteen (18) years.

(b) Every person, **legally married couple**, (Changes per Motion #040512) firm, corporation and/or entity that shall have entered into a membership purchase agreement with the Club shall be a member of the PORT SUSAN CAMPING CLUB. Any person, **legally marries couple**, (Changes per Motion #040512) firm, corporation or entity acquiring more than one membership, entitling said member to the use of more than one campsite, shall be entitled to one vote for each membership.

(c) Members are not enrolled on the basis of speculation and no person, firm, corporation and/or entity shall be allowed to purchase or contract for more than three (3) memberships, unless so otherwise approved by the Port Susan Board of Directors.

(d) If any membership is held by two (2) or more persons jointly, the several holders of said interest shall be entitled to collectively cast one (1) vote for each such membership. In the event said membership is held by joint owners, by a corporation and/or partnership, there shall be designated one voting party and/or in the event of a partnership, one partner, and/or in the event of a corporation, one individual, as the member who shall be entitled to cast the vote for each such membership and enjoy the use during the period of such designation of the campsite so reserved for each such membership.

(e) All applicants for membership, including current members of the Club, shall be required to submit to a credit check **and background check** (Changes per Motion #040512) and either meet the minimum income level set by the Board of Directors or be retired and establish the minimum financial responsibility set by the Board of Directors.

(f) Each membership shall entitle said member's spouse, children, parents, and domestic partners to enjoy all privileges of said member, so long as said membership is in good standing; PROVIDED, HOWEVER, that children, parents **and domestic partners** (Changes per Motion #040512) of a member shall not be entitled to vote in any meetings of the membership, or to be an officer and/or director of the Club, but shall be allowed to participate in or volunteer for any Club or membership function.

(g) Club members shall pay a membership enrollment fee and annual dues. Annual dues must be paid within thirty (30) days after the annual member meeting. Annual dues may be increased or decreased as provided in Article V, Section 2 of the by-laws. A member in good standing shall be entitled to all privileges of the Club, to use its property, and shall be entitled to hold office, **except as provided in Article VI, Section 3 of these by-laws, and to** (Motion # 10090 Oct 2000) vote and participate in all of the meetings of the members of the Club.

(h) Membership in this Club and certificates of membership evidencing the same are transferable as provided in the Articles of Incorporation and upon payment of a transfer fee as set by the Board of Directors.

(i) Upon the death of a member, and subject to the laws of succession, the member's family or heirs may continue to use the property. Upon written request, and with the approval of the Board of Directors, the membership shall be transferred to a member of the family or an heir.

## Section 2:

(a) CENSURE, SUSPENSION OR TERMINATION: The Board of Directors, at any regular or special Board meeting called for the purpose, may for good cause censure, suspend, fine or terminate the membership of any member. The censure, suspension, or imposition of a fine upon a member shall require the affirmative vote of a majority of the whole of the directors present at such meeting. To terminate the membership or expel any member, it shall require the affirmative vote of not less than two-thirds (2/3) of the whole of the directors present at such meeting.

(b) GOOD CAUSE: A member's repeated violation of the by-laws, or Rules and Regulations of the Club shall constitute good cause. Conduct severely impacting the welfare and orderly operation of the Club and its conduct of business or impacting in a negative way the peaceful and quiet enjoyment of camping privileges of the membership may, under appropriate circumstances, also constitute good cause.

(c) NOTICE AND HEARING: At least thirty (30) days prior to the hearing, a written notice shall be given by certified mail to the address of record of the accused member, return receipt requested. This notice shall state the Board of Directors intention to consider and determine whether such member shall be censured, suspended or terminated. The notice shall also state the date, time, and place of the meeting. The notice to such member shall specifically state the provision or provisions of the by-laws, or rules and regulations that have been violated, or the improper conduct constituting good cause defined above.

The member shall have the right to appear at the meeting personally, or through their designated representative, and shall have the right to be heard, and the right to present such evidence, or make such arguments as they may deem necessary.

**(d) EMERGENCY:** In the event of any emergency situation that could cause harm to property, personnel, members or guests in PORT SUSAN CAMPING CLUB the Board of Directors has the authority to take immediate action to protect same. Any member affected by emergency decision-making will receive written notice of the emergency decision, the basis for the action taken, and an opportunity for a hearing to be held within thirty (30) days of the action to contest the decision of the Board of Directors.

**(e) DECISIONS:** The decision of the Board of Directors as expressed in any resolution of censure, suspension or expulsion shall be final, and binding upon the affected member.

**(f) DISPOSITION OF MEMBERSHIP:** If the Board of Directors shall affirmatively vote to terminate a member, then and in that event, the member shall have one (1) year from the date thereof to either sell, convey, or transfer their membership PROVIDED, HOWEVER, the terminated member shall have no further privileges to use Club facilities, or to enter upon Club property prior to such sale, conveyance, or transfer of their membership. In case of severe hardship, the one (1) year period to sell, convey, or transfer may be modified at the discretion of the Board of Directors.

**Section 3:** (Changed per motion #03078, Dated March 15, 2008)

**(a) LEGAL ACTION:** In the event any member shall have a dispute with the Club or the Club shall have a Dispute against any member, the parties agree to resolve such Dispute, controversy or claim in accordance with the procedures set forth herein. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with the dispute resolution process specified in this ARTICLE III, Section 3, "LEGAL ACTION."

Accordingly, except in the case of (i) a dispute, controversy or claim relating to a censure, suspension or termination in accordance with ARTICLE III, Section 2 herein, the parties agree to use the following alternative procedure with respect to any dispute, controversy or claim arising out of or relating to membership in the Club.

**(b) Mediation:** At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising hereunder. In the event of any Dispute, the parties agree that upon written notice of such Dispute sent by one party to the other, the representatives will mediate the Dispute for a period of up to thirty (30) days. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any lawsuit without the concurrence of all parties. Documents identified in, or provided with, such communications, which are not prepared for purposes of the negotiations may, if otherwise admissible, be admitted in evidence in the negotiations. If prior to the end of the thirty (30) day mediation period it appears that mediation is fruitless, a party may notify the other party in writing of its intent to initiate arbitration of the Dispute in accordance with the Commercial Mediation Rules of the American Arbitration Association. Such notice extinguishes the obligation to mediate.

(c) **Binding Arbitration:** If the Dispute has not been resolved by mediation within thirty (30) days of the appointment of the representative, either party may, upon written notice to the other party, elect to submit the Dispute to binding arbitration conducted in Marysville, Washington. The parties agree and acknowledge that they are expressly waiving their rights to have any Dispute decided in a court of law and/or equity before a judge or jury, and instead are accepting the use of binding arbitration. The arbitration proceedings will be administered by a single arbitrator, reasonably selected by the parties and knowledgeable about the matter. Such arbitration shall be governed by the provisions of the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), to the extent that such provisions are not inconsistent with the provisions of this ARTICLE III, Section 3.

The arbitrator(s) may grant any remedy or relief deemed just and equitable, with the exception of punitive or exemplary damages, which the arbitrator shall have no authority to award. Additionally, the arbitrator does not have the authority to award consequential damages in any arbitration. The arbitrator has the power to award recovery of all costs and fees, including without limitation attorneys’ fees. To the maximum extent practical, the AAA, the arbitrator and the parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of filing the dispute.

The decision of the arbitrator, or a majority of the arbitration panel, shall be final and binding upon the parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in the Tulalip Tribal Court pursuant to TTO 49.4.51.1 – 49.4.5.26.

This dispute resolution process shall be the sole and exclusive process for resolving any Dispute, provided, however, that either party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in this dispute resolution process.

The initiation of this dispute resolution process shall toll the running of the statute of limitations for any cause of action arising from the Dispute. All time limitations contained in this section may be altered by mutual agreement of the parties.

It is the intent of the parties that all Disputes be resolved expeditiously and amicably. No dispute may be filed more than one (1) year after the date of the action which initiated the Dispute. This Section is intended to and shall survive the termination of the any agreement between the parties.

## ARTICLE IV

### Nonpayment of Membership Enrollment Fees and Club Dues: Expulsion

Membership enrollment fee and all annual Club dues shall be paid by members in strict compliance with the terms of the by-laws, and in addition thereto, each member agrees as follows:

If a member fails and/or neglects to pay any portion of his/her membership enrollment fee or any Club membership dues, fees, fines, assessments, or other charges, for a period of ninety (90) days after due, then and in that event said membership, including any sums previously paid, shall be immediately forfeited, and all further rights of said member to any Club privileges or to enter upon or use Club property shall immediately cease and terminate. This is not an exclusive remedy, and in no way limits the member's liability for full payments of his membership fees, dues, fines, assessments, or other charges, according to the terms of these by-laws.

## ARTICLE V

### Corporate Purposes and Powers

Section 1: This Corporation shall be conducted as a non-profit corporation for the purposes set forth in the Articles of Incorporation as stated in Article VI, Section I of the corporate charter.

Section 2: The Board of Directors shall have the power to levy and collect annual dues as may be fixed from time to time by the Board of Directors; PROVIDED, HOWEVER, the annual dues may not be increased by the Board of Directors without first having obtained the approval of a majority of the members attending in person or voting by mail at any regular or special meeting of the members called for said purpose; PROVIDED, HOWEVER, that in no event shall the members of the Board of Directors fix the annual dues below the pro rata portion of the corporation's annual financial requirements based upon maintenance and insurance, reserves for lease payments, reserves for capital improvements and satisfaction of indebtedness, and anticipated delinquencies.

Section 3: The Board of Directors may levy special assessments for complete replacement of existing facilities and utilities, or construction of new facilities and utilities, PROVIDED, HOWEVER, that any special assessment shall have the approval of the majority of the members present voting in person or by mail at any meeting duly called for this purpose.

## ARTICLE VI

### Board of Directors

Section 1: The corporate powers of this corporation shall be vested in a Board of Directors. The members of the Club may increase or decrease the number of directors to any number not more than nine (9) nor less than three (3).

Section 2: Except as provided in Section 6 thereof, Directors shall be elected at the annual meeting of the members of the corporation.

Section 3: **Each Board member, except as provided in Section 6 below, shall be a member in good standing. A Board member or spouse or domestic partner shall not, other than their membership contract with the club or as a Board member, be an employee of the Club, nor shall a Board member have an ownership interest, whether direct or indirect, in any entity, firm or company which engages in business with the Club.** (Motion # 10090 Oct 2000) In the event a director ceases to be a member, he or she shall cease to be a director and his or her office shall thereupon become vacant.

Section 4: In the event of a death or resignation of a director, or in the event a director shall cease to be a member, or shall be suspended or expelled, the Board of Directors, by a majority vote, shall fill said vacancy for the period remaining until the annual member meeting. The remaining term whether it be one (1) or two (2) years shall be filled under article XII, of these by-laws.

Section 5: Any director, except the director appointed pursuant to Section 6 hereof, may be removed from office by two-thirds (2/3) vote of the members at any special meeting or regular meeting of the membership. Notice of the proposed removal shall be given to all members and the director proposed to be removed not less than fifteen (15) days prior to the proposed removal. Such notice shall state the reason for the proposed removal, which shall be for cause. Unexcused absence from three (3) consecutive regular meetings of the Board of Directors shall be due cause.



Section 6: The Tulalip Tribes of Washington shall annually designate a member of its Board of Directors or an appointed staff member as a director of this corporation who shall serve until his or her successor has been appointed thereby.

## ARTICLE VII

### Powers and Duties of the Board

Section 1: The corporate powers of the corporation shall be exercised by a Board of Directors. Only an act of the Board of Directors as defined by these by-laws shall be determined as binding and final. No individual Board member or Club officer, acting without the consent of the majority of the Directors (present at a duly called meeting at which a quorum is present) will have authority over the proprietary or business aspects of the Club or its employees or the authority to exercise the corporate powers of the Corporation.

Section 2: The Board of Directors shall have the entire charge of the proprietary interest and business affairs and transactions of the corporation with full power and authority to manage, control, regulate, and conduct the same. They shall have full power and authority to define and limit the powers and duties of all officers, agents, servants, employees, and others not otherwise provided for by these bylaws.

Section 3: The Board of Directors shall have full power and authority to fix the salary and compensation of all agents and employees and may require each and any officer or agent to give such bond as the Board may deem proper. The Board shall have full power and authority to create and establish officers or assistant officers or departments not provided for by these by-laws, and to define the duties and fix the compensation of such additional officers. Any change in compensation for the Board of Directors must be approved by a majority vote of the membership in any annual member meeting or special member meeting called for this purpose.

Section 4: The Board of Directors shall have the power and authority to enter into agreements for the management of the club's property and assets, and the handling of its books and records, the collection of dues and charges, enrollment of members, sale of memberships, and such other duties and responsibilities as may be fixed from time to time.

Section 5: The Board of Directors shall have the power to appoint the members of all committees referred to in these By-laws, and to create and appoint such additional committees or subcommittees as they may deem for the best interest of the Club, and all members of such committees shall serve at the pleasure of the Board of Directors, and shall have such power or duties and responsibilities as may be fixed by resolution of the Board of Directors from time to time.

Section 6: The Board of Directors shall have charge of the regulation and control of all income of the corporation from all sources, except as otherwise provided for in these by-laws.

Section 7: The Board of Directors shall have the power to adopt and publish rules and regulations governing the properties and affairs of the corporation and the Club, and the rules as they apply to the personal conduct of members and their guests.

Section 8: The Board of Directors shall have the power and authority to purchase and/or otherwise acquire all property and assets deemed by them to be for the benefit of the Club on such terms as may be determined by the Board of Directors.

Section 9: There shall be a regular meeting of the Board of Directors each year immediately following the annual meeting of the members, such regular meeting to be held at the same place as the meeting of the members, and there shall be a regular meeting of the Board of Directors no less frequently than quarterly at such time and place as may be fixed from time to time by the Board of Directors.

Section 10: A special meeting of the Board of Directors may be held at any time, on call thereof by the President or on written call thereof by any two (2) members of the board. The secretary shall give to each member of the board such reasonable notice of regular or special meetings as may be proper under the circumstances.

Section 11: A majority of the whole number of directors shall constitute a quorum for the transacting of business, and a majority of directors in attendance at any meeting of the board shall decide its action and shall be binding and valid as a corporate act. A minority of the Board present at any regular or special meeting in the absence of a quorum, may adjourn the meeting until a quorum may be in attendance, but may not transact any business until a quorum has been secured.

Section 12: The Board of Directors may appoint an executive committee from among its members consisting of three (3) members, which committee shall have and may exercise all the authority of the Board of Directors, except the power to dispose of all or substantially all of the assets of the corporation, or to amend its By-laws. Such ones shall serve without compensation.

## ARTICLE VIII

### Officers

Section 1: The officers of the Club shall consist of a President, Vice-President, Secretary and Treasurer. The President shall be the chairperson of the Board of Directors.

Section 2: The President, Vice-President, Secretary and Treasurer shall be elected annually by the Board of Directors from their own number, or from the membership as they shall see fit. Any officer selected from the general membership shall not be a voting member of the board.

## ARTICLE IX

### Powers and Duties of the Executive Officers

#### Section 1: PRESIDENT;

The duties of the President shall be to preside at all meetings and functions of the corporation and the Board of Directors and conduct same under the guidelines of the “Robert’s Rules of Order.” He/she shall have general supervision, direction and management of its affairs under the direction of the Board of Directors. He/she shall have the power and authority to sign with the Secretary or Assistant Secretary all certificates of membership of the corporation. He/she shall sign with the Secretary or Assistant Secretary all deeds, leases and contracts on behalf of the corporation, which shall be properly authorized by the Board of Directors. The President may call a special meeting of the Board of Directors at any time and place as per Article VII, Section 10, of these By-laws. He/she shall also be an ex-officio member of all committees.

## Section 2: VICE-PRESIDENT:

The Vice-President, under the direction of the Board of Directors, shall (a) act as liaison to the park manager and (b) in the park manager's absence, act as liaison to the office and/or department heads. Under the direction of the President and the Board of Directors, the Vice President shall be responsible for carrying out the policies of the Board. In the absence of the President, the Vice President shall conduct the business and meetings of the corporation. In case the office of the President becomes vacant for any reason, the Vice-President shall thereupon assume the duties of the President and act as such for the remaining portion of the term for which the duly elected President was serving before the said office was vacated. In case such contingency arises, the Board of Directors shall, by majority vote, elect one of its members as Vice-President to serve until the annual meeting of the members is held.

## Section 3: SECRETARY

(a) The secretary shall keep full and correct minutes of all meetings of the corporation and of the Board of Directors, and shall attend to all correspondence incident to the affairs of the corporation. He/she shall be custodian of all corporation records and property, and shall see that the names of all candidates are properly posted. He/she shall sign with the President all deeds, leases and contracts on behalf of the corporation, as shall be properly authorized by the Board of Directors. He/she shall receive such remuneration as the Board of Directors shall decide and shall perform all duties incident to his/her office and any other duties as may be prescribed or required by the Board of Directors.

(b) In the absence, disability or refusal of the Secretary to act, the Assistant Secretary shall have all of the powers and authorities, and shall perform the duties of the Secretary.

## Section 4: TREASURER:

(a) The treasurer shall have charge of all monies of the corporation and shall keep fair and true accounts of all receipts and disbursements. At each meeting of the Board of Directors and at each meeting of the members, he/she shall present his/her statement showing the financial condition of the corporation, and shall perform all other duties incident to his/her office and any other duties as may be prescribed or required by the Board of Directors.

(b) The treasurer shall call for an annual audit of the finances of the Club. This audit shall be conducted to the standards of the American Society of Certified Public Accountants and the results of such audit shall be made available to the Board of Directors and all Club members.

(c) In the absence, disability or refusal of the Treasurer to act, the Assistant Treasurer shall have all the powers and authority, and shall perform the duties of the Treasurer.

## ARTICLE X

### Certificate of Membership

Section 1: This corporation shall have no capital stock, and no shares shall be issued therefore.

Section 2: Membership of this corporation shall consist of not more than 3,000 voting members.

Section 3: This corporation is a nonprofit corporation and no member shall be entitled to payment of any dividends thereon.

Section 4: The members shall be entitled to only one (1) vote for each membership owned by him/her at the time of any membership meeting.

Section 5: If a member fails and/or neglects to pay any or all of their membership enrollment fee or Club membership dues, fees, fines, assessments or other charges of ten dollars (\$10.00) or more for a period of ninety (90) days after due, for each and every membership, then and in that event said member will not be allowed to participate or vote in person or by mail at any membership meeting or hold office as directors, President, Vice-President, Secretary or Treasurer of the corporation.

Section 6: All voting for the election of directors and amendment of By-laws shall be done by members in person or by mail. Voting instructions with ballot shall be mailed thirty (30) days prior to voting.

## ARTICLE XI

### Annual Meeting of the Members

Section 1: The annual meeting of the members shall be held on or before the Saturday of the Memorial Day Weekend (last weekend in May) for the annual election of directors. **Only members “in Good Standing” may attend, vote and/or participate in the proceedings of this meeting, except for person/persons specifically approved by the Board of Directors for their non-voting expertise, prior to the commencement of the meeting.** (Changes per Motion #040512) Thirty (30) days written notice thereof shall be mailed to all members. Said notice shall be given by the Secretary or such other party as the Board of Directors may, from time to time, designate. One-tenth (1/10th) of the membership, represented in person, shall constitute a quorum for the transaction of business.

Section 2: The order of business shall be as follows:

- (a) Ascertain that a quorum of one-tenth (1/10th) of the membership is present for the transaction of business from the floor
- (b) Reading of minutes of previous annual meeting
- (c) President’s report
- (d) Treasurer’s report
- (e) Miscellaneous business
- (f) Election of directors as provided for in these by-laws, and
- (g) Meeting to be adjourned when the election committee chairperson announces the ballot results.

Section 3: A special meeting of the members may be called by the President at any time, and shall always be called on the written request of 10% of the members, or by a majority of the Board of Directors. Notice of a special meeting stating the objects of said meeting shall be given by the Secretary by mailing a notice of the same to each member at least thirty (30) days prior to the date on which said meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation. At such special meeting, no business shall be transacted other than that mentioned in the call. One-tenth (1/10th) of the membership shall constitute a quorum for the transaction of business.

## ARTICLE XII

### Election

#### Section 1:

(a) Each member of the Board of Directors shall be elected for a three (3) year term, which terms shall be staggered so that one-third (1/3) of the Board's positions (or as close to one-third (1/3) as possible) shall become vacant and be subject to re-election at each annual meeting, except if necessary to fill the remaining term of a vacancy of one (1) or two (2) year term as described in Article VI, Section 4, of these By-laws.

(b) The Board of Directors shall appoint from the members at large, three (3) members, who are "**Members in Good Standing**", (Changes per Motion #040512) who shall constitute a Nominating Committee. At least forty-five (45) days before holding the meeting for election of directors, this committee shall have completed the nominating process. The nominating committee shall nominate two (2) persons who are "**Members in Good Standing**" (Changes per Motion #040512) for each vacancy to be filled on the Board of Directors, and the nominees so selected for each vacancy shall be deemed duly nominated and shall appear on the election ballot.

(c) Immediately after making said nominations, the Nominating Committee shall post the names of the nominees on the common property at such place as may be designated by the Board of Directors.

(d) The members shall have the right to nominate additional parties who are "**Members in Good Standing**" (Changes per Motion #040512) upon filing with the Secretary or Park Manager a petition signed by not less than twenty-five (25) members in good standing giving the name and address of the additional party to be designated, and said petition must be filed with the Park Manager or Secretary within ten (10) days after said Nominating Committee has posted its nominees.

(e) Only those nominees designated by the Nominating Committee and/or the membership, as aforesaid, shall be eligible for election. No nomination shall be taken from the floor.

Section 2: The nominees receiving the highest number of votes at the regular or special meeting called for said purpose shall be deemed elected for the number of vacancies to be filled.

Section 3: The President may appoint the Election Committee to count the ballots, and said Election Committee shall certify the results of the ballot to the membership.

## ARTICLE XIII

### Covenants

Section 1: No campsite adjoining the property line may be developed in any way within twenty-five (25) feet of the property line. No tree or foliage may be removed within this zone. No structures may be placed within this zone. No structures or developing may be done within 100 feet of Lake Weallup.

Section 2: Permanent structures are prohibited on any campsite.

Section 3: Recreation Vehicles entering the park must comply with all Washington State standards for Recreational Vehicles. RVs may not exceed forty (40) feet in length and gross area shall not exceed four hundred square feet when in the setup mode, as per RCW 46.04.622, and may not have wheels removed upon site.

Section 4: Individual water, electrical and sewer hookups are prohibited, except those provided and approved by the Board of Directors or its designee. The members shall be solely responsible for the operation and maintenance of such hookups on their individual campsites. No private structures containing toilets or showers are permitted.

Section 5: All recreational vehicles must be equipped with a five pound or larger ABC or equal fire extinguisher. Each inhabited campsite shall have available fifty (50) feet of water hose.

Section 6: All allowable utilities, except for temporary power lines, must be underground.

Section 7: Asphalt or concrete products are prohibited for use in construction of roads, driveway or pads, except for those roads specifically designated by the Board of Directors.



Section 8: All trees within Port Susan are the property of the Tulalip Tribes and held in trust by the Federal Government. No tree in the greenbelt, and no other tree in excess of four (4) inches in diameter at chest height, may be removed without a permit and prior approval of the Tulalip Tribal forester. A cordage estimate fee must be paid by the member before a permit will be issued.

Section 9: Site usage is restricted to a single inhabited camping unit, but may include one guest vehicle for a period of not longer than ten (10) days.

Section 10: Multiple contiguous campsites (side by side) may be developed into one site after first receiving a permit to do so, but will be limited to one **rock or gravel** (Motion # 12078 Dec 1998) pathway no wider than five (5) feet. **For safety reasons, or if the terrain warrants, one (1) only elevated surface or bridge may be constructed in lieu of a pathway. The structure would be limited to three (3) feet in width and the length may not extend beyond gravel pad. Only above ground treated material or cedar may be used and must remain natural. Stairs, nonskid material and handrail as required for safety purposes.** (Motion # 12078, Dec 1998) No trees may be removed without approval (ref Sec. 8).

Section 11: Members are not enrolled on the basis of speculation and may not rent or otherwise commercialize the sites.

Section 12: The Club reserves the right to contract with a single septic tank pumping service and to require that all members use this service, provided its rates are competitive. Each three hundred (300) gallon tank shall be pumped not less than every 365 days of usage. Each one thousand (1,000) gallon tank shall be pumped not less than every 730 days of usage.

Section 13: Campsite improvements are the individual responsibility of the member assigned said campsite. Temporary structures require the written approval of the Board of Directors or their designee prior to being built. Each campsite may have:

(a) One (1) shed no larger than one hundred (100) square feet of ground area and no larger than twelve hundred (1200) cubic feet, roof overhang cannot exceed two (2) feet on all sides, and prohibiting sleeping therein.

(b) One (1) Barbecue Cabana or Gazebo no larger than one hundred (100) square feet of ground area and no larger than twelve hundred (1200) cubic feet. Roof overhang cannot exceed two (2) feet on all sides.

(c) One (1) deck up to the maximum of four hundred (400) square feet. Deck may be covered or uncovered. An area equal to two hundred (200) square feet may be enclosed.

(d) One (1) roof over recreational vehicle and deck. The maximum height of roof over RV to be four (4) feet or 4/12 pitch, conforming to recommendation of roofing manufacturers. Roof overhang not to exceed (2) feet on all sides.

(e) Those structures now existing and permitted previously pursuant to the “1985 Building Code” or other building code applicable at the time of construction are grandfathered.

Section 14: Inhabited campsite usage is restricted to a maximum of one hundred eighty (180) days in any one fiscal year; except the approximate 400 campsites allowed an additional sixty (60) days for a total of two hundred forty (240) days under the United States District Court ordered mediated settlement of 1992. Extended camping privileges of 240 days per year are non-transferable and terminate on the member’s death or sale or transfer of membership, whichever occurs first. The use by members of their campsites must be compatible to RV camping and year-round living is not allowed, but personal property may remain on an uninhabited campsite.

Section 15: Members who own more than one (1) membership are subject to the limits on inhabited campsite usage for each membership site. If such a member reaches the applicable limit on inhabited campsite usage on a particular site (either 180 or 240 days) the member cannot remain in the camp without physically relocating to another site for the remainder of the fiscal year.

Section 16. Guest privileges to be limited to no more than ten (10) days per guest family in any thirty (30) day period, and no guest may inhabit the campsite when the member is not present.

Section 17: Use of the Club shall be at the members’ sole risk. Members assume all risk of harm, injury or damage arising out of or in connection with the use of the Club and will save and hold harmless the Club, its Directors, Officers and Employees from any and all claims by the member, the member’s family, estate, heirs, or guests arising out of or in connection with the use of the Club.

Section 18: Except for emergency units the Club maximum speed limit for all vehicles is 15 m.p.h.

Section 19: Electric generators are approved for emergency use only. In such an event, the electrical service must be unplugged or disconnected from the main breaker box on the campsite to prevent feed back to the electrical system.

Section 20: It is the member's responsibility to check on fire restrictions and compliance to Snohomish County fire restrictions is mandatory. No open fire shall be left unattended.

Section 21: The only pets allowed within the campground are cats, dogs, birds and fish. No more than two (2) pets (cats or dogs) may be kept at any campsite and must be kept on a leash while outdoors. Owners are responsible for the conduct of their animals. Animals who prove a nuisance by barking, disturbing or endangering others, must be removed at the direction of the Club Manager or his/her designee.

Section 22; The Board of Directors is granted the right to adopt, from time to time, such rules and regulations as may be deemed appropriate for the government and affairs of the corporation. Nothing contained in these covenants shall be construed to supersede or abolish any federal, state, county or Tribal laws or regulations applicable to the subject property.

## ARTICLE XIV

### Amendment or Repeal of By-Laws

Section 1; The by-laws of this Club may, subject to review and approval of the Tulalip Tribes of Washington, without the consent of any members, be altered, amended or repealed in whole or in part at any regular meeting of the Board of Directors, or at any special meeting of said Board called for that purpose, and the Board of Directors may adopt such new or additional By-laws as it may deem necessary, proper or expedient, and in the best interest of the corporation, and may amend, alter or repeal such new or additional by-laws in whole or in part, by a vote of two-thirds (2/3) of the board members present at such meeting; PROVIDED, HOWEVER, that such by-laws adopted by the Board of Directors may thereafter be amended or repealed by the corporation at any special meeting of the members called for that purpose, or at any regular annual meeting, if such amendment or repeal is authorized by the vote of two-thirds (2/3) of the eligible members present at such meeting, provided, further, that the amendment or repeal of any by-law by a vote of the members, as aforesaid, shall not invalidate any act theretofore done or any procedure theretofore taken under such by-law as amended or repealed.

Section 2: Proposals for amendments, repeal, or the adoption of new by-laws may be made by petition of one-tenth (1/10) of the members, which proposal shall be transmitted in writing to the Board of Directors, and thereupon it shall be the duty of the Board to call a special meeting of the members for the consideration of the proposed amendments so made by said petitioning members.

Section 3: Special meetings of the members called for the purpose of considering amendments or proposed amendments or changes to the by-laws shall be held at the clubhouse, or such other place as the Board of Directors may designate. At least thirty (30) days written notice shall be given by the Secretary to all members eligible to vote at such members meeting. Notice to members shall set forth the proposed changes or additions to be made to the by-laws and the same shall be posted on the bulletin board. One-tenth (1/10) of the membership represented in person shall constitute a quorum for the transaction of business. In order to validate amendments, repeal or adoption of the new by-laws it shall require the vote of two-thirds (2/3) of the members present voting in person or by mail at any meeting duly called for this purpose. Any By-law amendment approved by the membership shall be forwarded to the Tulalip Tribes of Washington for its review and approval.

## ARTICLE XV

### INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 1: To the fullest extent permitted by the Washington Nonprofit Corporation Act, RCW 24.03, the personal liability of a director to the Club and its members shall be eliminated and the Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason or the fact that such person is or was a director, officer, employee or agent of the Club, against expenses (including attorneys' fees), judgments, fines, penalties, and amounts paid in settlement, actually and reasonably incurred by him or her, in connection with such action, suit or proceeding, to the full extent allowed by applicable law.

Section 2: The Club shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Club against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Club would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 3: Any indemnification of a director, officer, employee or agent of the Club in accordance with this Article, including any payment or reimbursement of expenses, if any, shall be reported to the members, with the notice of the next members' meeting or prior thereto in a written report containing a brief description of the proceedings involving the individual being indemnified and the nature of such indemnification.

## ARTICLE XVI

### By-Laws Certification of Adoption

The foregoing were adopted as the revised by-laws of the Corporation by the Board of Directors on \_\_\_\_\_ day of \_\_\_\_\_, 1996. These revised By-laws control over any prior version and shall be binding upon the Corporation's existing membership and any new members, whose entry as members of the Corporation shall be specifically conditioned upon acceptance of the form and content of these By-laws, as now existing, or hereafter amended.

Chairman of the Board, Tulalip Tribes of Washington

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Secretary, Tulalip Tribes of Washington

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President, Port Susan Camping Club Inc.

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Secretary, Port Susan Camping Club Inc.

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