



lmbcsecretary311@gmail.com

Lake Minterwood Beach Club

PO BOX 311

Vaughn, WA 98394

www.lakeminterwoodbeachclub.org

MAY 2023

TO MEMBERS OF THE LAKE MINTERWOOD BEACH CLUB:

The Lake Minterwood Beach Club (LMBC) is a non-profit corporation registered in the State of Washington with the Secretary of State, Corporations Division, PO Box 40234, Olympia, WA 98504-0234.

When you purchased property in the Lake Minterwood Plat and your name appeared in the Pierce County records as an owner of such property, you became a member of the Lake Minterwood Beach Club.

The LMBC has Restrictions, Covenants and Conditions; Bylaws; Rules and Regulations; Fishing Rules; Collection and Transfer Policies which run with the land and are legally binding upon all property owners in the Lake Minterwood Plat (Ref. Article VII, para. 1.).

This package of Lake Minterwood Beach Club documents includes all amendments in effect as of May 2023. It is provided for your information and reference.

If you require an official copy of this documentation, it may be obtained from the office of the Pierce County Auditor, Attn: Recording Department, 2401 S. 35th Street, Tacoma, WA 98409; telephone (253)798-7440; website <https://www.piercecountywa.gov/5554/Records-Available-Online>.

Your LMBC Board of Trustees encourages you to familiarize or re-familiarize yourself with these documents. In addition, if you have tenants or guests on your property, it is your responsibility as the property owner to ensure that they are aware of and will comply with the provisions of these documents.

Thank you.

Your LMBC Board of Trustees

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The contents of this book are informative only and not to be considered an official legal document. If copies of the original documents are needed, they can be obtained at the Pierce County Auditor's Office, Records Department.

**ARTICLES OF INCORPORATION
OF
LAKE MINTERWOOD BEACH CLUB**

A Nonprofit, Nonstock Corporation

WE, HOWARD ROLAND, ROBERT ROLAND, FLORENTENA SUTTON, MONROE H. PASTERMACK and STANLEY J. BURKEY, five individuals, each and all of whom are over twenty-one years of age and citizens of the United States, do hereby associate themselves for the purpose of forming a nonprofit, nonstock corporation under the provisions of Chapter 24.04 of the Revised Code of Washington, execute in triplicate these Articles of Incorporation:

ARTICLE I

The name of this corporation shall be LAKE MINTERWOOD BEACH CLUB.¹

ARTICLE II

The Corporation purposes are as follows:

1. The name of the corporation is the LAKE MINTERWOOD BEACH CLUB.
2. The amendment to the Articles of Incorporation adopted by said corporation is as follows:
 - a. To acquire, own and maintain a private lake known as LAKE MINTERWOOD and the water level thereof exclusively for the pleasure, recreation and other similar non-profitable purposes of the members.
 - b. To purchase water for the maintenance of the lake level and likewise to maintain the dam upon the lake for the recreational use of its members.
 - c. To acquire, own, maintain and encumber real property exclusively for the pleasure, recreation and similar non-profitable purposes of its members.
 - d. To enter into contracts; to mortgage, lease, encumber, sell and dispose of property of the corporation, to borrow money on the credit of the corporation; grant rights, easements and franchises for the use of the corporate property; to do and perform any and all things necessary, proper or convenient to carry out or accomplish these objectives and purposes; and to engage in any other activity incident to or encompassed within the fore-going purposes; provided, however, that this corporation shall not engage in any business, trade, avocation or profession for gain.

3. A meeting of the members of the LAKE MINTERWOOD BEACH CLUB having voting rights at which said amendment was adopted was held on September 21, 1979; a quorum was present at said meeting, and said amendment received two-thirds (2/3) of the votes which members present at said meeting or represented by proxy were entitled to cast.

ARTICLE III

The place where this corporation's principal place of business will be is Lake Minterwood, Pierce County, Washington, and its registered office will be P. O. Box 311, Vaughn, Washington.

ARTICLE IV

The duration of this corporation shall be perpetual.

ARTICLE V

The corporation shall be managed by a Board of Trustees elected from its members. The number, qualification, terms of office, manner of election, time and place of meeting, and the powers and duties of such trustees shall be as set forth in the Bylaws, except the number of trustees shall not be less than three. The authority to make or alter the bylaws of the corporation is expressly vested in the Board of Trustees, subject to the members' right to change or repeal such bylaws at any annual or special meeting called for such purpose, and provided the trustees may not make or alter any bylaws affecting their qualifications, term of office or compensation.

Any trustee may be removed at any annual or special meeting of the members by a vote of not less than two-thirds of the members present in person or by proxy. Notice of the proposed removal shall be stated in the notice of such meeting, whether annual or special. Proxies shall be counted as in favor of retention unless specifically stated in the proxy "to be in favor of removal."²

ARTICLE VI

The liability of the membership of this corporation, and each of them for the acts of the corporation shall be limited to the amount of the dues and charges which are levied against the membership in accordance with the Bylaws and which are due from and unpaid by such member.

ARTICLE OF INCORPORATION filed for record in the office of the Secretary of State on June 25, 1968.

AMENDED ARTICLES OF INCORPORATION filed for record in the office of the Secretary of State on May 16, 1974.

AMENDED ARTICLES OF INCORPORATION filed for record in the office of the Secretary of State on November 22, 1974.

1 Amendment filed November 22, 1974, with Secretary of State

2 Amendment filed May 16, 1974, with Secretary of State

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS**

WHEREAS, Minterwood Inc., a Washington Corporation, and Puget Sound National Bank, Tacoma, Washington, have heretofore platted certain real property as Lake Minterwood, according to the plat thereof recorded August 19, 1968, under Auditor's No.2254451, in Volume 35 of Plats, pages 54-59, inclusive, records of Pierce County, Washington;

WHEREAS, a Declaration of Restrictions, Covenants and Conditions (hereafter called the Original Declaration) dated August 15, 1968, was executed by MINTERWOOD, INC., AND LAKE MINTERWOOD BEACH CLUB, INC., a Washington nonprofit corporation;

WHEREAS, the Original Declaration was made applicable to the Plat of Lake Minterwood;

WHEREAS, the Original Declaration was recorded on July 10, 1978, under Auditor's Fee No.2834856, records of Pierce County, Washington; and

WHEREAS, the Original Declaration was amended and restated by a document entitled " Amended and Restated Declaration of Restrictions, Covenants, and Conditions for Lake Minterwood" which was recorded on June 4, 1979, under Auditor's Fee No. 2915686;

WHEREAS, the amended and restated document entitled, " Amended and Restated Declaration of Restrictions, Covenants, and Conditions for Lake Minterwood" was amended and recorded on April 18, 1984, under Auditor's Fee No.8404180297;

WHEREAS, the amended and restated document entitled " Amended and Restated Declaration of Restrictions, Covenants and Conditions" for Lake Minterwood was amended and recorded on June 28, 1994 under Auditor's Fee No.9406280529.

NOW, THEREFORE, the Owners, to clarify questions arising under the Original Declaration and to amplify and expand the plan of private subdivision and to provide for land use and maintenance of roads, water system, other utilities, and recreational facilities for property subject to the Original Declaration do hereby declare and establish the following Amended and Restated Declaration of Restrictions, Covenants, and Conditions to amend and supersede the Original Declaration effective with the date of recordation of this instrument.

ARTICLE I

Definitions

As used herein:

1. The word "Plat" shall refer to the plat of Lake Minterwood and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by Minterwood, Inc. as elsewhere provided herein.
2. The word "Lot" or Lots" shall refer to lots as shown on any plat as defined
3. The words "Real Property" shall refer to the real property included within any plat as defined hereby.
4. The word "Committee" shall refer to the Architectural Control Committee as created hereby.
5. The word "Club" shall refer to the Lake Minterwood Beach Club, a nonprofit corporation formed for the purpose of providing services and recreational facilities to its members, including owners and residents of lots, as herein defined.
6. The word "Lake" shall refer to Lake Minterwood or any other lake wholly or partially within or bounded by a plat as described herein.

ARTICLE II

Building Restrictions

- I. Except portions of the real property used for recreational purposes or common service facilities by Lake Minterwood Beach Club, no lot shall be used for any purpose other than single family residential purposes. No dwelling, residence, out building, fence, wall, building, pool or other structure shall be erected, altered, placed or maintained on any lot unless it shall comply with these restrictions and the following:
 - a. Each dwelling shall be of permanent construction and have no less than 400 square feet of enclosed area devoted to living purposes.
 - b. The exteriors, including roof and walls, of all structures on a lot shall be constructed of new material. All roofs shall be constructed of shakes or shingle materials, except flat roofs.

c. The foundation for each dwelling shall be constructed of concrete or cement block.

d. Any structure equipped with sanitary plumbing facilities within such structure shall be fully connected to a septic tank system of sewage disposal, designed, located and constructed in accordance with the rules and regulations and its installation approved by the Pierce County Health Department and any other governmental agency having jurisdiction, or to a public sewer system. No drain field may be located closer than 100 feet to the lake without prior written approval of the Committee.

e. All structures shall conform to the setback requirements established by the resolutions, ordinances and regulations of the governmental authority having jurisdiction at the time of commencement of construction, but in no event may be constructed within twenty-five feet of the normal water edge of the lake.

f. Prior to erection or placing of any structure upon a lot, or the making of additions or external modifications to existing structures, the plans and specifications therefore shall be submitted to and approved by the Committee, and the structure shall conform to such approved plans and specifications. In addition, all necessary permits shall be obtained from the county and other governmental agencies having jurisdiction.

2. Temporary structures such as tents, travel trailers, garages, or other out buildings may be maintained upon a lot only during the period of construction of a permanent dwelling thereon, and in any event no longer than nine months. Any other structures or quarters, not permanent in nature, must be removed upon demand of the Committee. No house trailer or mobile home shall be permitted within the Lake Minterwood Plat.

3. The work of constructing, altering or repairing any structure on a lot shall be diligently prosecuted from its commencement until its completion, but in any event the exterior shall be completed within nine months of commencement. The Committee shall consider and may grant specific extension requests.

4. No wharf, dock, float, moorage, land fill, retaining wall, bulkhead or other artificial structure shall be constructed or maintained closer than twenty-five feet of the normal water edge of the lake, provided, however, that a wharf or dock not extending beyond twenty-five feet into the lake, and a suitable float for swimming or boating, may be maintained upon any lot provided the same is approved in writing by the Committee prior to construction, and provided the same shall be subject to removal at any time for purposes of installation of utility services, or because it may interfere with actual or planned utility services constructed or to be constructed in front of or upon any lot.

5. No fences over four (4) feet in height permitted without prior approval of Committee.

ARTICLE III

Land Use Restrictions

1. No firearms shall be used for hunting or target practice on the real property. No open fires shall be allowed without a proper fire permit except in incinerator containers, barbecue facilities, fire pits, or camp fire locations established and designated by the Club.

2. No animals shall be kept or permitted on the real property except for household pets which shall not unreasonably interfere with the use and enjoyment of any lot. No raising, breeding for show or commercial purposes, training, or dealing in animals shall be conducted on or from any lot.

3. No sign, billboard, or advertising structure shall be located, placed or maintained on the real property. However, with the prior written consent of the Committee one sign of approved style, not exceeding four square feet, may be placed on a lot improved with a residence to offer such property for sale. Any sign on the real property in violation hereof may be removed from the real property by the Committee. The Committee shall have control of and the right to regulate the Lake Minterwood sign at the entrance to the Plat.

4. Each lot shall be maintained in a clean, sightly condition at all times and be kept free of litter, junk, containers, equipment and building materials. No lot shall be used in whole or part for storage of anything which will cause such lot to appear in an unclean, disorderly, or untidy condition. However, the reasonable keeping of equipment and materials on a lot during construction on such lot shall be permitted. All refuse shall be kept in sanitary containers concealed from view, which containers shall be regularly emptied. No refuse or other waste materials of any kind may be thrown or deposited in the lake at any time.

5. No noxious, dangerous, or offensive activity shall be permitted on any lot nor shall anything be permitted on any lot that may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the real property.

6. No tree shall be removed or destroyed without the prior written consent of the Committee.

ARTICLE IV

Architectural Control Committee

1. There shall be an Architectural Control Committee consisting of the five members of the board of trustees of the Club who shall have the authority to appoint subcommittees from time to time to exercise such functions as may be delegated to them. The address of the Committee shall be the registered office of the Club.

2. All plans and specifications required to be submitted to the Committee shall be submitted in person or by mail to the address of the Committee in duplicate, shall be in writing, shall contain the name and address of the person submitting the same and the lot involved, and shall set forth the following with respect to the proposed structure; the location of the structure upon the lot, the general design, the interior layout, the exterior finish materials and color, including roof materials and such other information may be required to determine whether such structure conforms with these restrictions.

3. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the real property, which authority shall include, but not be limited to, the height, configuration, design and appearance of fences, walls, out-buildings, wharfs, pools, floats and other structures appurtenant to the use of a dwelling. Such determinations shall be binding on all persons.

4. Within thirty days after the receipt of plans and specifications, the Committee shall approve or disapprove such plans and specifications and may disapprove such plans and specifications which in its opinion do not conform to these restrictions or its aesthetic standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown in the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission in compliance herewith, such plans shall be deemed approved.

5. The Committee may appoint advisory committees from time to time to advise on matters pertaining to the real property. No person on the Committee or acting for it shall be responsible for any defects in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

6. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided, that such variations so approved shall not be materially injurious to the improvements of other lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE V

Common Facilities

1. Minterwood, Inc., shall from time to time convey to Lake Minterwood Beach Club, a nonprofit corporation, certain properties and rights to be used and enjoyed as common facilities for the benefit of the members of the Club. There shall be one membership in the Club for each lot of each plat. Each membership for a lot shall be appurtenant to the title and shall be transferable only as a part of the transfer of the title to the lot. Each such membership shall entitle the owners of the lot, or the residents thereon, including renters, and their families to enjoy the facilities of the Club, but in no event shall the privilege be extended to more than one group of the aforementioned owners, residents and renters at one time, subject to the (bylaws) rules, regulations and payments as may now or hereafter be established by the Club, which rules, regulations and payments shall apply equally to all memberships. Nothing herein shall preclude the Club from making its facilities and membership available to such others as it deems advisable.

2. Portions of the real property used by the Club shall not be subject to the restrictions elsewhere imposed herein but shall be used for common service facilities as the Club deems advisable for the benefit of its members. By accepting conveyances of properties from Minterwood, Inc., the Club and its members agree to comply with the provisions of Articles II, IV and V. In the event that the Club is lawfully dissolved and its assets liquidated, then the restrictions provided for elsewhere herein shall be effective to such properties.

3. In order to provide for maintenance and improvement of the various Club properties, each grantee and vendee of lots, their heirs, successors and assigns shall and do by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall pay to the Club the dues and charges levied according to the Bylaws of the Club and the provisions herein. In the event that such dues or charges remain unpaid to the Club for a period of sixty days after the due date then the Club may record a written notice with the Auditor of Pierce County, Washington, that it claims a lien against the lot to which the membership is appurtenant for the amount of delinquent dues and charges, together with interest at the rate of twelve percent per annum from the due date until paid and attorney's fees as herein provided. From and after recording such notice, the lot to which the membership is appurtenant shall be subject to a lien to the Club as security for such dues and charges in the amount designated therein with interest and attorney's fees and such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Club shall recover a reasonable sum as attorney's fees therein and the reasonable and necessary costs of searching and abstracting the public record.

4. In consideration of the rights and liens conferred upon the Club, it hereby agrees to maintain the lake, dam, drainage system, community beach, facilities, equipment, water level of the lake and any other facilities donated to or acquired by such Club for the benefit of all of its members until such time, if any, that any of such functions may be assumed by a public authority.

ARTICLE VI

Easements and Reservations

1. The owners of each lot, their invitees and licensees, are hereby granted an easement for ingress and egress over and upon all private roads shown in the Plat of Lake Minterwood, which easements of ingress and egress shall be appurtenant to such lot.

2. The owners of each lot, their invitees and licensees, are likewise hereby granted the right to use the lake and the surface thereof for recreational and other purposes; provided, however, that no motor driven boats of any kind shall be authorized upon the lake except for maintenance purposes.

3. The Club has the right, power and authority upon the affirmative vote of a majority of its membership at any meeting called according to its bylaws, to dedicate to public use, all or any part of the real property shown as roads upon the Plat and to transfer to any governmental authority having appropriate jurisdiction all or any part of the easements, rights and authority it may acquire incident to providing utility services to its membership.

ARTICLE VII

Miscellaneous Conditions

1. The covenants, restrictions, easements, rights, liens and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the real property and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the real property shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

2. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provisions hereof shall constitute a waiver of a subsequent breach of the same provision or any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition restriction or covenant which may be unenforceable.

3. The parties in interest in and to any part of the property and the Club, for the benefit of the owners of the real property, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. Except for the foreclosure of the lien provided for in Paragraph 3 of Article V, the prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorney's fees, together with the reasonable costs of searching and abstracting the public record, which sums shall be paid by the unsuccessful party.

4. All lots in this plat shall be provided water by a public or private water company, and all lot owners are required to subscribe to such water system and to pay the established rates and charges. No private wells are permitted.

ARTICLE VIII

Amendments

1. The provisions hereof may be amended, changed, revoked, or terminated in whole or in part anytime by written instrument signed by the owners and a majority in area of the real property and recorded with the Auditor of Pierce County, Washington.

2. No such amendment, change, revocation, or termination as to Article VI shall affect any right of a third person expressly created by written grant of right from the club.

3. For the purpose of this Article VIII, the word "owner" shall mean any person, firm or corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Pierce County, Washington, to the exclusion of any lesser interest.

**LAKE MINTERWOOD BEACH CLUB
AMENDED BYLAWS**

The following shall be the amended bylaws of LAKE MINTERWOOD BEACH CLUB.

**ARTICLE I
Membership**

Section 1. There shall be one membership in this corporation for each lot in the subdivision of Lake Minterwood and any other property which may be conveyed to this corporation. Each such membership shall be appurtenant to and not severable from the title to one such lot. No such membership may be assigned or transferred voluntarily or by operation of law except in conjunction with the transfer of title to a lot to which it is appurtenant. Each such membership shall stand in the name of the owner or owners of the lot appearing of record in Pierce County, Washington, except in the case of the sale of a lot by contract. A recorded contract vendee shall be entitled to membership until the vendee's interest is terminated or forfeited of record. In case of an unrecorded contract, the vendor's notice to the corporation of the contract or the forfeiture thereof shall be due notice to the corporation of the party entitled to such membership.

Section 2. Each membership shall entitle the persons owning or residing on the lot to which the membership is appurtenant, and their families, to all of the privileges and rights to use the common facilities of the club unless suspended as hereafter provided. In the event that a corporation or partnership shall be the owner of a lot, then it shall have the right to name the persons, not in excess of three (3) for each lot it owns, who shall be entitled to the rights and privileges of membership. ¹

Section 3. By unanimous vote of the trustees of the corporation present at any meeting called for the purpose of suspending rights and privileges of membership any person or persons entitled to the rights and privileges of membership may be suspended there from (a) for non-payment of dues and charges until such time as the same are fully paid; or (b) for failure to comply with the rules and regulations of the corporation until such time as the trustees deem advisable, not to exceed one year .If suspension is for failure to comply with rules and regulations, the suspended person may appeal to the next meeting of membership, which may overrule or modify the decision of the trustees by affirmative vote of 75% of the membership present. No such suspension shall relieve or discharge the membership from its obligations to pay dues and charges. The trustees shall suspend no person or persons from the rights and privileges of membership unless such person or persons shall have been notified of such proposed action, except in the case of non-payment of dues and charges.

Section 4. Each membership appurtenant to a lot shall have one vote on all matters before a meeting of the membership. Corporate owners shall exercise their vote by their officers present or persons designated by the corporate president. If any persons or corporation shall be entitled to more than one membership because of ownership of more than one lot, they shall have one vote for each membership. Votes may be cast in person or by written proxy filed with the corporate secretary. ² At an annual meeting or any special called meeting of the membership, 15% of the total membership shall constitute a quorum, i.e. a minimum of 41 of the 268 memberships. ¹⁴

Section 5. There shall be an annual meeting of the membership held on the third Saturday of April, unless the date falls on a holiday, in which case it would be held on the Saturday before or after as designated by the trustees. ³ Meeting to be held at 7:30 o'clock p.m., at the registered office of the corporation at P. O. Box 311, Vaughn, Washington 98394, unless the trustees shall designate another place in writing. Special meetings of the membership may be called at such other times as may be necessary by (a) the corporate president; (b) a majority of the trustees; ⁴ or (c) 20% of the membership. No more than 20 days nor less than 10 days prior to the date fixed for such special membership meeting, written notice thereof shall be mailed to all members at their addresses last shown on the corporate records.

Section 6. The trustees may levy upon each membership annual dues and charges in amounts determined by the membership approved budget which are necessary to meet the current operational expenses of the corporation and for the maintenance, improvement, construction, reconstruction and repair of the roads, water and sewer drainage systems, lake and water level thereof, dam, and all other facilities made available to the membership or owned by the corporation. Annual dues and charges are payable on August 1 of each year and if unpaid become delinquent on the following October 1. Persons or corporations entitled to more than one membership because of ownership of more than one lot shall have dues and assessments levied upon each original lot (membership) even if lots (parcels) are combined into a single parcel for tax purposes with Pierce County.¹⁵

Section 7. Although membership in the corporation shall be appurtenant to and pass with ownership of lots as aforementioned, the corporation shall not be liable to ascertain ownership of any lot or the ownership of the membership appurtenant thereto until its secretary has received actual written notice of a change in ownership. There shall be a service charge paid for transfer of membership.

ARTICLE II

Trustees

Section 1. The management of the property, interests, business and affairs of the corporation shall be vested in the hands of a board of trustees of nine ⁵, 9 persons elected from persons entitled to the rights and privileges of membership.

Section 2. The trustees elected at the first meeting of the membership served until the regular meeting of the membership in October, 1971, and until their successors were elected and qualified. At the annual meeting in 1971 one trustee was elected to serve for one year, two trustees for two years, and two trustees for three years. Succeeding trustees were and shall be elected to serve a three year term. Any vacancy occurring in the Board of Trustees shall be filled by action of the remaining trustees for the remainder of the term in which the vacancy occurs, except that if the vacancy occurs by reason of the removal of a trustee by action of the membership, such vacancy shall be filled by the membership, at the same meeting at which the removal vote shall take place.

Section 3. There shall be an annual meeting of the board of trustees immediately following the annual meeting of the membership and such other special meetings of the Board of trustees as they deem advisable. Special meetings of the board of trustees may be called by the corporate president or any trustee by giving oral notice thereof to all of the trustees.

Section 4. A majority of the trustees shall constitute a quorum for transaction of business. The trustees shall elect a president, who shall preside at all corporate meetings and, with the secretary, execute all official corporate documents, a secretary, who shall keep and have custody of all corporate books and records except books of account and who, with the president, shall execute all official corporate documents; and a treasurer, who shall have custody of, accounts for, and disburse the corporate funds. The trustees may designate other persons from time to time who may borrow funds, draw checks and drafts in addition to or jointly with the treasurer. The trustees may employ a general manager of the corporation who may delegate such authority as the trustees deem advisable from time to time as well as other employees as may be necessary or desirable in the opinion of the trustees. The trustees may elect such other officers as they deem necessary. No officers, except the president, need be a trustee.

Section 5. The secretary shall keep at all times a current list of the persons or firms in whose name the membership stand and of the persons entitled to the rights and privileges of memberships and shall cause all notices of meetings to be given as herein provided. The trustees may authorize such compensation as they deem advisable to the officers and employees of the corporation for services performed, and/or expenses incurred.

Section 6. The trustees may adopt rules and regulations from time to time, which shall be applicable to all memberships appurtenant to lots, for the use of the corporate facilities. Such rules and regulations shall be subject to modification or change at any time by affirmative vote of 75% of the membership present at any meeting called for that purpose.

Section 7. The trustees may establish such surplus funds and reserve funds as they deem necessary to the end that the corporation shall be in sound financial condition to meet its obligations and maintain its property. The trustees may authorize such contract and other corporate obligations as they deem necessary or advisable for the proper maintenance and development of the corporate property and may authorize borrowing of such sums on behalf of the corporation and give such security therefore as they deem appropriate. Each officer shall perform such other duties as the trustees may direct from time to time.

ARTICLE III

Amendments

These Bylaws may be amended by the affirmative vote of not less than 75% of the membership in attendance at any annual or special meeting of the membership; provided, however, notice of such proposed amendment and the nature thereof must be given in writing to all members at least ten days prior to any annual or special meeting at which such proposed amendments are to be considered. Further amendment or modification of proposed amendments can be considered at any meeting for which proper written notice has been given, but no further or different amendments, on other subjects can be adopted without separate written notice thereof.

ARTICLE IV

Miscellaneous⁶

Section 1. Conduct of all meetings of membership or trustees shall be governed by Roberts Rules of Order as revised and then current.

Section 2. Each director and officer of the corporation shall be indemnified and held harmless by the corporation and shall be reimbursed by the corporation for all expenses including attorney's fees, reasonably incurred by him or judgments rendered against him in connection with any action, proceed or suit to which he is made a party by reason of his being or having been an officer or director of the cooperation, unless it shall be determined therein that such officer or director is found guilty of gross misconduct or fraud upon the corporation. Such indemnification shall inure to the benefit of his heirs and personal representatives and shall not require any other contract or agreement than expressed herein.

ARTICLE V

Penalties⁷

Section 1. Any violation of Article II, Section 1 f, of the Amended and Restated Declaration of Restrictions, Covenants, and Conditions will result in a stop work notice to notify the lot owner to discontinue any work on the property, contact the Architectural Control Committee, and conform to the requirements set forth prior to resuming work. Failure to comply will result in a monetary fine not to exceed \$1000.00 depending on the severity of the violation, in the discretion of the Board of Trustees, plus any legal fees incurred.¹¹

Section 2. Any violation of Article III, Section 4, of the Amended and Restated Declaration of Restrictions, Covenants, and Conditions will result in a letter from the Board of Trustees stating the nature of the violation and required action. Violations of local ordinance or county code will be referred to the governing agency. If the situation is not remedied, a \$100.00 fine will be invoked to continue at the rate of \$100.00 per month until such time as the violation is corrected or removed. In addition beach privileges may be suspended for a period not to exceed one year.^{8, 10, 11, 12,}

Section 3. Any violation of Article III, Section 6, of the Amended and Restated Declaration of Restrictions, Covenants, and Conditions will result in a letter from the Board of Trustees notifying the property owner of the violation. There will be a penalty of \$300.00 per incident, plus a \$50.00 to \$200.00 fine per tree, which is equal to or greater than 3 inches in diameter, depending on the severity of the violation, in the discretion of the Board of Trustees, plus any legal fees incurred in the collection of said fine. Any trees removed for commercial sale or purposes without prior consent will be assessed a fine equivalent to the market value of the timber plus legal fees. It is understood that construction of a residential structure is not equal to commercial purposes within the meaning of this section. ¹¹

Section 4. Any violation of Article II, Section 2, of the Amended and Restated Declaration of Restrictions, Covenants and Conditions for erecting or maintaining unauthorized temporary structures upon a lot or any other violation of said Section 2, will result in a fine of \$100.00 being invoked, to continue at the rate of \$100.00 per month until such time as the violation is corrected or removed. ^{11, 12}

Section 5. Any and all other violations of the Amended and Restated Declaration of Restrictions, Covenants and Conditions not already provided for in the Amended Bylaws, Article V, Penalties, Sections 1, 2, 3, or 4, will result in a fine of \$100.00 being invoked, to continue at the rate of \$100.00 per month until such time as the violation is corrected or removed. ^{11, 12}

Section 6.¹³ At the discretion of the Board of Trustees, if violations are not corrected after six months, fines provided for in Sections 2, 4, and 5 of ARTICLE V, Penalties, may be increased by \$50.00 per month for each subsequent six month period during which the violation remains uncorrected up to a maximum of \$300.00 per month.

Non-payment of penalties will result in a continuing lien being placed upon the real property owned by the non-paying member, which may be foreclosed by the club as in the manner of mortgages under the laws of the State of Washington.

ARTICLE VI

Dissolution

The corporation may be dissolved and its affairs wound up voluntarily by the written request of three-quarters of the members, addressed to the trustees, specifying reasons why the winding up of the affairs of the corporation is deemed advisable, and naming three persons who are entitled to the rights and privileges of membership to act in liquidation. The request shall be filed with the trustees, the secretary of state, and the county auditor where the principal place of business of the corporation is located. Thereupon the power of the trustees shall cease and the persons appointed shall proceed to wind up the corporation, realize upon its assets, pay its debts, and divide the residue of the money among its membership in equal proportions. The request shall state the time for completing the winding up and dissolution during which time these matters shall be completed unless further time is granted by writing signed by three-fourths of the members and filed as required by law.

The foregoing are the Amended Bylaws of Lake Minterwood Beach Club adopted at a duly called meeting of the members held on the 22nd day of September 1978.

References to amendments to the Amended Bylaws of Lake Minterwood Beach Club

- ¹ Amended at Board of Trustee Meeting August 19, 1996
- ² Amended at Board of Trustee Meeting August 19, 1996
- ³ Amended at General Membership Meeting May 20, 1995
- ⁴ Amended at Board of Trustee Meeting August 19, 1996
- ⁵ Amended at the General Membership Meeting May 21, 1994
- ⁶ Inserted into the Bylaws at the General Membership Meeting September 22, 1978
- ⁷ Inserted into the Bylaws at the General Membership Meeting May 16, 1992
- ⁸ Inserted into the Bylaws at the General Membership Meeting May 20, 1995
- ⁹ Inserted into the Bylaws at the General Membership Meeting April 19, 1999
- ¹⁰ Amended at Special Membership Meeting of August 16, 2004
- ¹¹ Amended at Board of Trustee Meeting July 18, 2005
- ¹² Amended at Board of Trustees Meeting January 25, 2007
- ¹³ Added at Board of Trustees Meeting March 18, 2013
- ¹⁴ Added at Board of Trustees Meeting February 16, 2015
- ¹⁵ Added at Board of Trustees Meeting February 16, 2015

LAKE MINTERWOOD BEACH CLUB RULES AND REGULATIONS ¹

ALL INDIVIDUALS USING THE BEACH CLUB COMMON PROPERTIES MUST HAVE A CURRENT MEMBERSHIP IDENTIFICATION CARD

Community beach hours are from sunrise to dusk year round. This includes all beach club Facilities .⁵

Members are liable for the behavior of their children and guests.

Fires allowed only in designated fire pit(s).

Animals are **not allowed** inside the fenced area of the swimming/fishing beaches. Dogs are allowed to swim in the far north end of the lake **only**.

Bikes are prohibited from being inside the fenced areas and must be stored in the bike rack.

Camping is **not** allowed on any beach club property.

Lot owners are allowed a maximum of **10 guests** on beach club property.²

The speed limit on beach club property is 10 miles per hour.

Trail bikes and off-road vehicles are prohibited on beach club properties.

All dogs must be kept on a leash when being walked (Pierce County Law).³

Owners must pick up after their dogs in public places (common facilities).⁴

No motor driven boat of any kind shall be authorized upon the lake except for maintenance purposes.⁶

**THE PENALTY FOR VIOLATION OF ANY OF THE ABOVE RULES AND REGULATIONS
WILL BE IMMEDIATE SUSPENSION OF BEACH CLUB PRIVILEGES FOR A PERIOD NOT
TO EXCEED ONE YEAR, UNDER THE DISCRETION OF THE BOARD OF TRUSTEES AND
DEPENDING ON THE SEVERITY OF THE VIOLATION.**

¹. Rules and Regulations were passed by the membership at the General Membership Meeting May 16, 1992.

². Amended by membership at General Membership Meeting May 20, 1995.

³. Added at General Membership Meeting May 20, 1995.

⁴. Added at General Membership Meeting May 20, 1995.

⁵. Amended at Board of Trustees Meeting October 19, 2009

⁶. Added at Board of Trustees meeting August 15, 2011

LAKE MINTERWOOD BEACH CLUB FISHING RULES¹

ONLY MEMBERS WITH CURRENT MEMBERSHIP IDENTIFICATION CARDS HAVE FISHING PRIVILEGES

Lot owners are allowed a maximum of 4 (four) fishing guests at any one time without obtaining a guest fishing pass. A guest fishing pass is **required** for **each** guest over 4 to a maximum of **10** (ten) fishing guests. A charge of \$5.00 will be made for each guest fishing pass which is valid for one day only. All money collected from the passes will be designated for restocking the lake.

Passes are available from the LMBC's social and welcoming chair or designee.^{2,5}

Catch limit is 4 (four) fish per day per authorized fisherman. ³

Each authorized fisherman is allowed only 1 (one) fishing pole in use at any one time.

Lot and block numbers, minimum size 3 inches, **must** be displayed on **both sides** of the bow of any boat or boating device.

Fishing is prohibited in the swimming area.

Cleaning of fish in the lake is **not** allowed.

No motor driven boat of any kind shall be authorized upon the lake except for maintenance purposes. ⁴

THE PENALTY FOR VIOLATION OF ANY OF THE ABOVE RULES AND REGULATIONS WILL BE IMMEDIATE SUSPENSION OF BEACH CLUB PRIVILEGES FOR A PERIOD NOT TO EXCEED ONE YEAR, UNDER THE DISCRETION OF THE BOARD OF TRUSTEES AND DEPENDING ON THE SEVERITY OF THE VIOLATION.

¹ Rules and Regulations were passed by the membership at a General Membership Meeting May 16, 1992.

² Amended at Board of Trustees Meeting August 19, 1996.

³ Amended at General Membership Meeting May 21, 1994.

⁴ Added at the Board of Trustees Meeting August 15, 2011.

⁵ Amended at the Board of Trustees Meeting May 21, 2012.

RULES AND REGULATIONS LAKE MINTERWOOD BEACH CLUB COLLECTION POLICY

The Board is responsible for the property, interests, business and affairs of the corporation. To fulfill this responsibility, the corporation assesses each owner for that owner's percentage common expense liability and other assessments and charges as required by the governing documents and State Law. Failure of any owner to promptly pay assessments (dues) results in additional burdens on all owners. The corporation has adopted this **Collection Policy** to ensure compliance by owners with their obligation to promptly pay dues levied by the corporation.

1. Annual dues and charges, as required under the Club's governing documents, are due and payable on August 1 of each year. If a member does not pay in full any expense due to the Club by its due date, the payment will become delinquent on the following October 1.
2. Payment plans are available when the treasurer and/or finance manager are notified in writing within 30 days of the due date. Payment plan forms are signed by all parties and are available from the bookkeeper.
3. If the Club does not receive payment for any expense due by the date required, the unpaid member shall pay damages to reimburse the Club: (a) A fifteen-dollar \$15 late fee assessed each month an account is past due starting September 1 and (b) Interest at rate of twelve (12) percent per annum (simple interest) from the original due date until the date the payment is received.
4. In addition to late fees, for each check from a member that a bank returns for any reason, the member must pay (a) A twenty-five-dollar \$25 administrative fee, and (b) All bank charges assessed against the Club.
5. In the event that such dues and charges remain unpaid to the Club for a period of sixty (60) days after the due date (August 1) then the Club may record a written notice with the Auditor of Pierce County, Washington, that it claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges, together with interest. From and after recording such notice, the Lot to which the membership is appurtenant shall be subject to a lien to the Club as security for such dues and charges in the amount designated therein with interest and attorney's fees.
6. The lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Club shall recover a reasonable sum as attorney's fees therein and the reasonable and necessary costs of searching and abstracting the public record.
7. Non-payment of dues and charges until such time as the same are fully paid suspends the rights and privileges of membership for voting and the right to use Club amenities and common area facilities. Assessments delinquent 90 days may also refer the member's account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the member.
8. The Club may not commence an action to foreclose the lien unless: the Lot owner, at the time the action is commenced, owes at least a sum equal to the greater of (a) \$200 or greater of assessments, not including fines, late charges, interest, attorney's fees, or

costs incurred by the Club in connection with the collection of a delinquent owner's account; (b) At or after the date that assessments have become past due for at least 90 days, the corporation has mailed, by first-class mail, to the owner, at the Lot address and to any other address which the owner has provided to the Club, a notice of delinquency, as stated in RCW 64.38.100 Effective January 1, 2024.

This Collection Policy conforms to, all rights the corporation has under the laws of the State of Washington to help assure that assessments are paid and that Lots and improvements thereon meet the corporation's community-wide standard as defined in its Amended and Restated Declaration of Restrictions, Covenants and Conditions (CC&Rs), and Bylaws.

*Adopted by Board Approval
Reported in 2023.05.15 Board Meeting Minutes*

RULES AND REGULATIONS LAKE MINTERWOOD BEACH CLUB TRANSFER FEE POLICY

The Board desires to offset the costs of changing ownership records, copy costs for CC&Rs, bylaws, and rules and regulations, and other costs associated with the obligations of the corporation when a Lot is conveyed and/or changes Owners, and to provide for and benefit of the corporation as a whole, the Board deems the implementation of a **Transfer Fee** to be in the best interest of all Owners within the corporation.

1. Each time legal title to a Lot passes from one person or entity to another, then within thirty (30) days after the effective date of such title transaction, the new Owner shall promptly file the document conveying title to the Owner, with the secretary of the corporation together with a transfer fee, if the Title Company has not already directly paid the transfer fee.
2. The transfer fee shall be \$100 from the time of the adoption of this resolution until modified by the Board by subsequent resolution.

*Adopted by Board Approval
Reported in 2023.05.15 Board Meeting Minutes*

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