



BYLAWS

ARTICLE 1, MEMBERSHIP

1.1) Membership Boundary

Membership in the Inglewood Beach Club, Inc. (IBC), a non-profit corporation, is open to the owners of property located in the Plat of Inglewood, as recorded in Volume 3 of Plats, Page 169, Records of King County, Washington.

1.2) Member Status

Households having submitted a digital or written membership agreement form and who are current on their dues (i.e., paid the new member fee at initiation, have paid the current year's dues, and who do not owe back dues for any missed years since initiation) shall be referred to as a "member" entitled to one vote.

1.3) Member Voting

Each household with current member status in good standing shall be entitled to one vote at the annual meeting of the membership and one vote at such special meetings as may be set per section 2.4. Voting on issues is encouraged to take place in person, but votes will also be counted and are considered legitimate if cast via email on or before an issue's official date and time of voting. Votes will not be counted (in person or via email) after the official vote of the issue has taken place.

1.4) Member Removal

Any member of IBC. may be removed by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees for any of the following reasons: 1) illegal activities; or 2) breaking of IBC's official rules. Notice of such proposed removal must be given to the member sought to be removed by registered mail and email at least fourteen (14) days prior to the meeting at which the removal is to be voted upon. There must be documented evidence of the member's transgression(s). Members cannot be removed based on hearsay. Should the membership vote result in approved termination of the member in question, termination of membership will take effect immediately, as of the date of the meeting by which the vote was taken.



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Once member removal has been approved as outlined above, the removed member will be entered into a membership moratorium of up to five (5) years. The removed member is not eligible to rejoin IBC during the membership moratorium and forfeit initiation fees or membership dues. Once this moratorium period has been met, the former member may rejoin as a new member, provided they still meet the boundaries of membership as outlined in section 1.1 above. Should they choose reinstatement any time after the moratorium period, they will be required to pay a new initiation fee and current year's dues as outlined in section 4.3 below.

Within (2) two weeks of membership termination, the removed member must be sent notification via registered mail and email confirming membership termination with moratorium dates clearly outlined, reason(s) for termination, and the terms for their optional future reinstatement.

ARTICLE 2, MANAGEMENT

2.1) Trustees

A Board of Trustees numbering not more than five trustees or fewer than three trustees shall manage the business and property of the IBC. Within a reasonable time after their election, the members of the Board of Trustees shall elect from their number a board President. The minimum Board will consist of a President, Secretary, and Treasurer. All such officers shall be Officers of the Corporation.

2.2) Election Process

The Board of Trustees shall be elected from the membership by a vote of a majority of those member households present at the annual meeting of the membership.

2.3) Term

The term of office of the Trustees shall be for 24 months. The term for Trustee positions 1, 3, and 5 shall be September 1 to August 31 of odd years, and that of trustee positions 2 and 4 shall be September 1 to August 31 of even years.

Term limits encourage healthy turnover and a broader level of responsibility and participation from the membership community as a whole. Members should feel encouraged to participate in the governing of IBC. As such, no member should serve more than three (3) terms (maximum equivalent of (6) six years) within a ten (10) year period, either consecutive or staggered). This applies to a household.



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If no one volunteers for the office of the Trustees and existing Trustees have met their term limits the following procedures will be followed:

- An effort to recruit (with no less than a mailed postcard and five emails) will be made for at least 90 days;
- A special election of former Trustees (those who are not over term limits) will be held;
- In the absence of a Board of Trustees, IBC property and assets will be dissolved per article 5 below.

2.4) Meetings

The Board of Trustees shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership.

Any annual and special meetings will be communicated via email and inglewoodbeachclub.org as well as entered into the IBC calendar.

2.5) Trustee Voting

Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Three Trustees must be present for voting matters. A simple majority is required to carry a motion. In case of a tie vote, the President shall have the tie-breaking vote. At any meeting of the membership, each member so present shall be entitled to one vote. A majority shall be required to carry a motion, unless stipulated elsewhere in the bylaws.

2.6) Trustee Removal

Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees for any of the following reasons: 1) illegal activities; 2) breaking of IBC's official rules.

Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail and email at least fourteen (14) days prior to the meeting at which the removal is to be voted upon. There must be documented evidence of the Trustee's transgression(s). Trustees cannot be removed based on hearsay. Should the membership vote result in approved termination of the Trustee in question, termination of position will take effect immediately, as of the date of the meeting by which the vote was taken.



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A Trustee shall be automatically removed following two unexcused absences from meetings of the Board of Trustees. Two unexcused absences is justification for immediate removal. Under these circumstances, a vote for removal is deemed unnecessary.

Trustees who participate in two consecutive meetings of the Board of Trustees without taking responsibility for a single work item (assuming there are any) may be removed by a two-thirds vote of the members attending a meeting of the membership called by the remainder of the Trustees in good standing, effective immediately.

Within (2) two weeks of any termination, the removed Trustee must be sent notification via registered mail and email, confirming the date termination took effect and the reason(s) for termination.

2.7) Trustee Replacement

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant, so long as the term does not result in a total period of service beyond the established term limits outlined in section 2.3 above.

2.8) Budget, Expenditures & Finances

The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior year's dues collections. By definition, "dues collections" does include any initiation fees collected in the prior year. Expenditures in excess of 25% must be pre-approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures. Finances should be managed so that a \$10,000 balance will remain in savings for emergency use only. All investments and plans for IBC will benefit the majority of members.

ARTICLE 3, DUTIES OF OFFICERS

3.1) President

The President of the Board of Trustees shall supervise all activities of Inglewood Beach Club, Inc.; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of



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the membership of IBC; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office as laid out in the Board of Trustees Roles & Responsibilities document.

3.2) Vice President

The Vice President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct and as laid out in the Board of Trustees Roles & Responsibilities document.

3.3) Secretary

It shall be the duty of the Secretary of the Board of Trustees to keep all records of the Board of Trustees and of IBC, and perform other acts as the President may direct and as laid out in the Board of Trustees Roles & Responsibilities document..

3.4) Treasurer

The Treasurer shall receive and be accountable for all funds belonging to IBC; pay all obligations incurred by IBC when payment is authorized by the Board of Trustees; maintain bank accounts in depositories designated by the Board of Trustees; and render periodic financial reports. The offices of Secretary and Treasurer may be combined in one office at the discretion of the Board of Trustees. Further responsibilities are laid out in the Board of Trustees Roles & Responsibilities document.

3.5) Volunteer Coordinator

The Volunteer Coordinator shall be responsible for recruiting volunteers to assist with tasks needed for IBC and/or recruiting members to fill vacant positions of the Board. When this officer is in place, there shall be two recruitment efforts or events annually. Further responsibilities are laid out in the Board of Trustees Roles & Responsibilities document.

ARTICLE 4, DUES AND ASSESSMENTS

4.1) Authorization

Dues and assessments must be authorized by the Bylaws. Changes in the annual dues amount and all special assessments must be authorized by a two-thirds majority vote of the paid members present at an annual or special meeting of the membership where written notice of



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the meeting is given to all paid members, disclosing the proposed dues amount or special assessment and the purpose for such action.

4.2) Liability for Assessments

Each member shall agree to pay a yearly assessment or dues as soon as January of each calendar year for the purpose of funding the IBC, Inc. for the purposes specified in the Inglewood Beach Club Articles of Incorporation as approved by the Secretary of the State of Washington, June 24, 1965.

4.3) Initiation Fees

Property owners who do not have the prior four years dues paid can join the Club by paying the current year's dues plus an initiation fee. The initiation fee will be the current year's dues times the number of the prior four years for which dues weren't paid.

4.4) Effect of Non-Payment of Assessment

IBC reserves the right to suspend the enjoyment rights of any member in the beach, or other common property, for any period during which an assessment payable by the member remains unpaid.

4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created herein:

- 4.5.1) All common properties owned by IBC.
- 4.5.2) All properties dedicated to public use.
- 4.5.3) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

5.0.1) The Beach

IBC property (lots 14, 15, 16, 17, of block 4, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, WA.) commonly known as "the Beach", is set aside in perpetuity for the recreational use and enjoyment of the members of IBC.



5.0.2) The Triangle

IBC property (all that portion of lots 37, 38, 39, 40, and 1 (one), Block 52, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169. in King County, WA, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set aside in perpetuity for the recreational use and enjoyment of the members of the IBC.

5.1) Dissolution

IBC properties may be sold only if: IBC financial failure is imminent, the Board of Trustees cannot be filled, a majority of members sign consent to sell documents, and a majority of members present at a special meeting where all members have been notified by mail and email of the time and purpose of the meeting at least 90 days in advance, vote to sell the IBC properties.

Upon disbursement of IBC assets, each member shall receive dissolution proceeds in proportion to the number of shares that have been awarded to the member as compared with the total number of shares awarded to all members during the previous five year period.

5.2) Shares Program

5.2.1)

Award one share for each year of dues paid in the last 5 years.

5.2.2)

Award one share for each Annual Meeting attended in the last 5 years if the member's dues have been paid.

5.2.3)

All awarded shares are non-transferable and attach to the member property represented.

5.2.4)

Current members may be awarded shares for paying prior years dues without penalty or interest. This purchase option is only available for missed years of dues as per section 5.2.1 above. There is no option available to purchase shares for absences at Annual Meetings. Missed Annual Meeting shares cannot be purchased.

5.2.5)

Shares shall not be awarded for prior years dues payments once disbursement of IBC assets is undertaken.



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5.2.6)

All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

ARTICLE 6, AMENDMENTS

6.1) Amendment Requirements

These Bylaws may be amended by a majority vote of the IBC's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.

6.2) Amendment Submittals

Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.