

RETURN ADDRESS

Alderbrook Golf & Yacht Club  
330 E Country Club Dr E  
Union WA 98592

**2105751 MASON CO WA**

01/31/2019 09:11 AM MISC  
ALDERBROOK G&F YACHT CLUB #121591 Rec Fee: \$121.00 Pages: 23



**Document Title(s)**

Amended Bylaws

**Reference Numbers(s) of related documents**

2018648

Additional Reference #'s on page

**Grantor(s)** (Last, First and Middle Initial)

Alderbrook Golf and Yacht Club

Additional grantors on page

**Grantee(s)** (Last, First and Middle Initial)

Public

Additional grantees on page

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Lots 1 through 22, inclusive, of Alderbrook Country Club

Additional legal is on pages 1 and 2

**Assessor's Property Tax Parcel/Account Number**

**32104-51-00001**

**32104-52-00099**

**32104-53-00001**

Additional parcel #'s on page 1 and 2

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**BYLAWS OF  
ALDERBROOK GOLF & YACHT CLUB**

**ARTICLE I  
GENERAL PROVISIONS**

1. **Name.** The name of the Association is Alderbrook Golf & Yacht Club.
2. **Jurisdiction.** This Association has jurisdiction over all land within the Alderbrook

development, hereinafter "Alderbrook," legally described as :

**Parcel 1**

Lots 1 to 22, both inclusive, and the "Common Area," Alderbrook Country Club, Volume 5 of Plats, page 18, records of Mason County, Washington.

**PARCEL 2:**

Lots 1 to 98, both inclusive, Alderbrook Golf & Country Club, Volume 6 of Plats, pages 15 to 18, both inclusive, records of Mason County, Washington; excepting therefrom Lots 1 to 4, both inclusive, and Lots 46 to 52, both inclusive.

**PARCEL 3:**

Lots 1 to 18, both inclusive, Alderbrook Golf and Yacht Club Estates – Div. One, Volume 7 of Plats, pages 36 and 37, records of Mason County, Washington.

**PARCEL 4:**

Lots 99 to 159, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. Two, Volume 7 of Plats, pages 1 and 2, records of Mason County, Washington.

**PARCEL 5:**

Lots 1H to 71H, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. Three, Volume 7 of Plats, pages 3 to 6, both inclusive, records of Mason County, Washington.

**PARCEL 6:**

Lots 1 to 120, both inclusive, Alderbrook Golf and Yacht Club - Division - Four, Volume 7 of Plats, pages 28 to 31, both inclusive, records of Mason County, Washington

**PARCEL 7:**

Lots 1 to 107, both inclusive, Alderbrook Golf and Yacht Club - Division – Five, Volume 7 of Plats, pages 32 to 35, both inclusive, records of Mason County, Washington.

**PARCEL 8:**

Lots 1 to 36, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. Six, Volume 7 of Plats, pages 63, 64 and 65, records of Mason County, Washington.

**PARCEL 9:**

Lots 1 to 91, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. Seven, Volume 7 of Plats, pages 66 to 69, both inclusive, records of Mason County, Washington.

**PARCEL 10:**

Lots 1 to 63, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. Eight, Volume 7 of Plats, pages 70 to 73, both inclusive, records of Mason County, Washington.

**PARCEL 11:**

Lots 1 to 76, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. Nine, Volume 7 of Plats, pages 101 to 104, both inclusive, records of Mason County, Washington.

**PARCEL 12:**

Lots 1 to 43, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. 10, Volume 7 of Plats, pages 105 to 108, both inclusive, records of Mason County, Washington.

**PARCEL 13:**

Lots 1 to 114, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. 11, Volume 7 of Plats, pages 109 to 113, both inclusive, records of Mason County, Washington.

**PARCEL 14:**

Lots 1 to 9, both inclusive, Alderbrook Golf and Yacht Club Estates - Div. 12, Volume 8 of Plats, pages 66, 67 and 68, records of Mason County, Washington.

Almost all of the ownership of residential lots has been converted from leasehold estates to fee ownership, although a few leases remain. For the purposes of these Bylaws, “owners” includes both owners of fees and leasehold estates.

3. **Purpose.** The purpose for which this association is founded is to operate and exist as a community and social club, exclusively for the pleasure and recreation of its members and other non-profitable purposes, and to accomplish the following:

A. to acquire as owner of, and hold title to, certain private roadways, pathways, community recreational and other facilities, and other common areas located in Alderbrook;

B. to provide a medium by means of which owners of lots in Alderbrook can develop, maintain, operate and control the use of said roadways, pathways, recreational areas and facilities, and other common areas;

C. to provide a medium by means of which owners of lots in Alderbrook can cooperate to control the use and improvement of land therein;

D. to provide a medium by means of which such owners can cooperate in the organization of recreational and other activities in their community; and

E. to exercise any or all powers of non-profit associations and homeowners' associations pursuant to the laws of the State of Washington, including RCW chs. 24.03 and 64.38, or as amended.

4. **Common Areas.** The ownership of the common areas in Alderbrook is vested in the Association. Such common areas are for the exclusive use and enjoyment of members, their families and their guests; and those invited by the Association to use said common areas, including holders of easements, licenses and other rights granted by the Association, if any. The Association is responsible to pay taxes and assessments on the common areas, and to operate and maintain the same, and pay the costs associated therewith. The Association, through its Board of Directors, may create reasonable

rules and regulations for the use of its common areas, and for the conduct of members, their family members and guests, and others with respect thereto. The Association may also own any other property, real or personal.

5. **Authorities.** This Association is subject to the applicable recorded Protective Covenants of Alderbrook Golf & Yacht Club, as well as any other applicable recorded documents; its Articles of Incorporation; these Bylaws; other Association governing documents; rules and regulations of the Association; RCW ch. 24.03, the Nonprofit Corporation Act, or its successor; RCW ch. 64.38, the Homeowners' Association Act, or its successor; and the laws of the State of Washington and of the United States.

## **ARTICLE II MEMBERSHIP**

1. **General.** The authority of Alderbrook Golf & Yacht Club rests with its members. Members are the legal owners or contract purchasers of residential lots within the jurisdiction of AGYC. The members elect directors to the Board of Directors, approve or disapprove the annual budget and further financial proposals, and vote on initiatives or referenda. The members are responsible for complying with all Association requirements, including paying in a timely manner all assessments due to the Association.

Each member in good standing has the right to use Association property and facilities, and to permit guests and family members to do so as well; all pursuant to Alderbrook Golf & Yacht Club's reasonable rules and regulations. Each member in good standing also has the right to apply for approval of permits for building and other plans and/or activities, and to participate in Association activities. Failure to comply with Alderbrook Golf & Yacht Club's covenants and other rules, including

the obligation to pay assessments, may result in loss of status as a member in good standing, and therefore loss of the rights to use such property and facilities, make such applications, and participate in such activities; and this loss of status will apply to the members personally as well as their rights with respect to each of their lots. Each member is personally responsible for the actions of himself or herself, and all such others, as they relate to the facilities and operations of the Association, governing documents, and other Association rules and regulations and other requirements. Each member also has all of the rights and responsibilities conferred by Alderbrook Golf & Yacht Club's covenants and governing documents and other Association rules and regulations ("Alderbrook rules") and other requirements, as well as state law.

**2. Voting and Membership Rights.** One vote may be cast for each lot within the development by a member who is an owner or purchaser of the lot, who is in good standing with Alderbrook Golf & Yacht Club, and who pays dues for each such lot.

If any two persons, including husband and wife, own together any lot within the jurisdiction of AGYC, they shall each be considered to be members. The two owners shall be entitled to cast only one vote for each lot which they own, as they designate. If three or more entities, including persons, corporations, partnerships, or other entities, own a lot within the development, up to two of these shall each be considered to be members, as they may designate. Multiple owners of a lot are entitled to cast one vote for each lot which they own, as they designate. Such designations to the Board of Directors shall be in writing as to which individual persons may enjoy these benefits and privileges of membership. Designations made pursuant to this paragraph may be changed from time to time.

3. **Members in Good Standing.** Members in good standing are those with no current substantial Alderbrook covenant or other rule violations, and who are no more than 90 days delinquent in the payment of any amount due to the Association. Members shall not lose their status as members in good standing unless the Board acts to change their status, after notice and an opportunity to be heard at a Board meeting; or they are more than 90 days delinquent in their payments.

4. **Meetings.**

A. **Annual Membership Meeting.** There shall be an annual membership meeting of the Association on the third Sunday in June, or at such other time as the Board of Directors may designate.

B. **Special Membership Meetings.** Special meetings of the membership may be called by the President of the Board of Directors, a majority of the Board of Directors, or by members having ten percent of the total votes of the Association.

C. **Notice.** Notice of all membership meetings shall be delivered, including by electronic communication, or sent by prepaid, first class United States mail to each member. Notice shall be given not less than 14 days, and not more than 50 days prior to the meeting. The notice shall state the time, place and agenda of the meeting.

D. **Place.** Membership meetings shall be held at the Alderbrook Golf & Yacht Club clubhouse, or other place nearby as designated by the Board of Directors.

E. **Agenda.** The notice of any membership meeting shall include the agenda for the meeting, as set by the Board of Directors. Matters to be determined at membership meetings may

include elections, approval of the annual budget and/or other financial proposals, and discussions. At the annual membership meeting, the officers and committee chairpersons shall provide summary reports of operations of the preceding year, and plans for the upcoming year, as well as any available long-range plans.

The agenda may also include referenda, which are issues submitted to the general membership by the Board of Directors; and initiatives, which are issues submitted by the signatures of members in good standing representing five percent of the total votes of the Association. In order to be fair to members unable to attend, neither the agenda nor any items on it may be amended during the course of the meeting, and all items to be voted on shall be considered as presented without amendment or modification.

**F. Quorum.** A quorum for the transaction of business at any general membership meeting shall be ten percent of the total number of votes of members in good standing, voting either in person, by mail-in ballot.

**G. Ballots.** A member's vote shall be cast in person or by mail-in ballot, according to procedures established by the Board of Directors.

**H. Majority.** Actions of the membership shall be taken by a majority vote of the members in good standing who cast ballots, except as otherwise provided by law or the Alderbrook Golf & Yacht Club governing documents.

**I. Procedures.** The Board of Directors shall establish procedures for membership meetings and for initiative and referenda that are reasonable and fair, including additional



procedures to ensure the accuracy of voting as deemed appropriate, and provision for technical correction to agenda items.

### **ARTICLE III ASSOCIATE MEMBERSHIPS**

The Board of Directors may provide for one or more categories of associate memberships in its discretion, including provision for rights and responsibilities of the same. Associate members are not Alderbrook members, and are not entitled to vote as such.

### **ARTICLE IV BOARD OF DIRECTORS POWERS AND DUTIES**

**1. General.** The Board of Directors is responsible for acting in all instances on behalf of the Association, except where otherwise expressly provided. It conducts, manages, and controls the affairs and business of the Association, and exercises ownership authority and control over all of the common properties of the Association.

Members of the Board of Directors develop skills and insight into the work of the Association through their service to the Association, including as Directors. Their responsibilities are to follow state laws and Alderbrook Golf & Yacht Club governing documents and rules and regulations in ways that, in their individual and collective judgments, best serve the purpose of the Association, and are fair and reasonable.

**2. Membership Participation.** The Board shall keep the membership informed of current and prospective issues. The Board shall define significant issues, take steps to educate and inform the membership about them, and listen to the members' responses, including use of "town meetings" as appropriate. In evaluating the opinions of the members, the Board shall take care to

consider its duties to the purposes of the Association, and to avoid allowing any one member to exercise a disproportionate role in the process.

3. **Rules and Regulations.** The Board shall, when necessary and appropriate, develop rules and regulations to support the purposes of the Association, and to provide procedures for operation.

## ARTICLE V

### BOARD OF DIRECTORS GENERAL

1. **Number.** There shall be seven members of the Board of Directors.

2. **Qualification.** Any member in good standing is qualified to serve as a Director.

3. **Terms of Office.** Each Director shall serve a term of three years. In the first year of a three-year cycle, three Director positions shall be open for election; in each of the second and third years of the three-year cycle, two Director positions shall be open for election. A duly elected member to the Board of Directors (BOD) may serve for two consecutive terms if elected to a second term. That member cannot run for a third term on the BOD or be appointed to the BOD until the lapse of no less than two years.

4. **Removal.** A Director may be removed with or without cause by a majority vote of the members in good standing voting at a meeting with a quorum, upon proper submission of a member initiative or Board referendum. A Director may also be removed by resignation, disqualification, or dismissal. A Director shall become disqualified if he or she is no longer a member, or a member in good standing. Directors missing three consecutive meetings without cause shall be dismissed by the Board of Directors.

5. **Vacancies.** If a Director is removed by membership approval of an initiative or referendum, the membership shall elect a successor at its next meeting. If a Director is removed by resignation, disqualification or dismissal, the Board of Directors shall appoint a successor within a reasonable period of time. The successor in either case shall be elected or appointed to fill the remainder of the unexpired term of the former Director.

6. **Meetings.**

A. **Where and When.** The Board of Directors shall meet at the office of the Association, unless otherwise necessary, at least monthly.

B. **Notice.** Notice of regular Director meetings shall be given by general reference in mailings to the membership, by electronic communication, and/or by posting at the office and/or clubhouse. Notice of other Board meetings shall be given to the Directors at least 24 hours prior to the meeting, by personal communication, or if not possible, by reasonable alternate means best calculated to be received. Notice of other Board meetings shall also be given to the members at least 24 hours prior to the meeting, by posting notice at the office and/or clubhouse.

C. **Quorum.** A quorum of the Board of Directors for the transaction of business shall be a majority of the then sitting Directors.

D. **Majority.** A majority vote of the Directors at a meeting at which a quorum is present is sufficient to transact the business of the Board of Directors.

E. **Procedures.** The Board of Directors shall develop procedures for its operation that are fair and reasonable under all the circumstances.

**F. Distance Meeting.** Any meeting of the Board of Directors may be conducted by telephone conference call, or similar communications medium, whereby all directors participating are in voice or electronic contact with each other throughout the meeting without the necessity of gathering physically in each other's presence, subject to all other meeting requirements as set forth herein.

**G. Delegation of Powers.** The Board of Directors may delegate such powers with respect to management of the Association as it deems appropriate, subject to state law and the governing documents and rules and regulations of the Association.

**H. General Budget.**

i. **Adoption & Owner Meeting.** The Board shall prepare and adopt a general annual budget. Within thirty days after the Board adoption, the Board shall set a meeting date for the members to consider ratification of the budget. The meeting on budget ratification may be the annual general membership meeting.

ii. **Budget Summary.**

a. After a general annual budget is adopted, the Board shall prepare a Budget Summary for members disclosing all the information required by RCW 64.38.

b. As part of the Budget Summary, the Board shall disclose to the owners the reserve study components required in RCW 64.38.

- c. The Budget Summary shall be mailed to all members not less than fourteen nor more than fifty days from the date set for the meeting to consider ratification of the budget.
- iii. **Ratification of Annual Budget.** A general annual budget is ratified unless a majority of the votes in the Association vote to reject the budget at a membership meeting, whether or not a quorum is present.
- iv. **Rejection.** In the event a proposed general budget is rejected, or the required notice is not given, the budget last ratified by the members shall continue in effect until such time as the members ratify a subsequent budget proposed by the Board.

I. **Budget Reports.** The Board will provide budget reports to the members at least quarterly, specifying performance in light of the ratified budget.

## **ARTICLE VI OFFICERS**

1. **Election.** At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect its President, Vice-President, Secretary, and Treasurer from among the Directors. Officers of the Association so elected shall hold office for one year, or until their successors are qualified, whichever is later.

2. **Removal.** Any officer may be removed as such by a majority vote of all of the Directors. Upon removal of an officer, the Board of Directors shall elect a replacement within a reasonable time, to fill the remainder of the unexpired term.

3. **President and Vice-President.** The President shall preside at all meetings of the Directors and members, shall sign as President on all agreements, contracts and instruments authorized by the Board of Directors, and shall be its chief executive officer. The Vice President shall perform the duties of the President when the President is unavailable.

4. **Secretary.** The Secretary shall be responsible for all meeting notices and the minutes of all meetings of the membership and of the Board of Directors, and shall have charge of all of the Association books, records, and papers.

5. **Treasurer.** The Treasurer shall be responsible for keeping safely all money, financial accounts of the Association, and for preparing and keeping a complete accounting of the financial records of the Association, for presentation to the members at the annual membership meeting, and at all other times as required.

6. **Execution of Documents.** The President, or in the absence of the President, the Vice-President, shall sign and execute all contracts, conveyances, notes and all security agreements on behalf of the corporation. The same shall also be signed and executed by either the Treasurer or the Secretary. When necessary due to particular circumstances, the Board of Directors may specifically authorize signing and execution otherwise. Checks, drafts, and other negotiable instruments, and all other documents except amendments to Association documents may be signed and/or executed as provided by the Board of Directors. The President or Vice President and Secretary or Treasurer shall together be responsible for preparing, executing, certifying and recording Association governing documents, Association rules and regulations, and amendments thereto.

7. **Employees and Agents.** The Board of Directors may appoint, engage and/or employ, pursuant to its direction, employees, agents and volunteers.

## **ARTICLE VII COMMITTEES**

1. **General.** Committees may be formed at any time by the Board of Directors for such purposes as it may deem necessary. The Board of Directors may delegate, pursuant to law, its authority to take action to any committee that is composed entirely of Directors. Except for actions taken pursuant to properly delegated powers, the actions of any committee shall be subject to the ratification or disapproval of the Board of directors at its next meeting.

2. **Nominating Committee.** The President of the Board of directors shall appoint, with the consent of the Board of Directors, a chairperson and other members to a Nominating Committee. The Nominating Committee shall solicit and present candidates to serve on the Board of Directors, and for other positions, pursuant to procedures established by the Board. Members having at least five percent of the total number of votes may also submit the name of any member for election to any vacancy on the Board of Directors, by submitting the same in writing, signed by each such member, to the Nominating Committee Chairperson at least forty-five days prior to the meeting at which the election is to be held.

3. **Adjudication Committee.** The President of the Board of Directors shall appoint, with the consent of the Board of Directors, at least three Adjudication Committee members. The Adjudication Committee is responsible for adjudicating claims that a member has violated a term of the Alderbrook covenants or rules, including Articles of Incorporation, Bylaws, and other rules and regulations.

The Adjudication Committee will perform its duties pursuant to procedures as developed by the Board of Directors, which procedures shall include provisions for appeal to the Board of Directors of any determination made by the Adjudication Committee. All final determinations of the Adjudication Committee are subject to ratification by the Board of Directors.

## **ARTICLE VIII CODE OF ETHICS**

1. **Standard of Care.** All Directors, officers, committee members, agents, employees, volunteers, and all others performing services for or on behalf of the Association, shall do so in a manner he or she believes to be in the best interest of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

2. **Open Meetings.** All meetings of the Board of Directors and its committees shall be open for observation by all members and their authorized agents, except as otherwise pursuant to law.

3. **Open Records.** Except as otherwise specified by law, the minutes of all the meetings, and all other records of the Association, shall be available for examination by all members and the holders of any mortgages on any lots and their authorized agents, on reasonable notice, and upon payment of reasonable costs incurred to provide the same.

4. **Compensation.** No Director, officer, committee member or volunteer shall be compensated for work performed as such without approval by the Board. Reasonable expense reimbursement is not considered compensation.

5. **Conflict of Interest.** No member of the Board of Directors, or of any Board committee, shall participate in any vote on any subject in which he or she has a specific personal,



professional, financial, or other conflict of interest. He or she may, however, participate in discussions regarding the same.

6. **Loans.** The Association shall make no loans to its Directors or officers.

7. **Audit.**

A. **Mandatory Audit.** At least annually, the Board shall prepare a financial statement of the Association. The annual financial statement, where required under state law, shall be audited by an independent certified public accountant.

B. **Waiver.** The annual audit may be waived if sixty-seven percent of the votes cast by owners, in person or by mail, at a meeting of the Association at which a quorum is present, vote each year to waive the audit.

C. **Additional Audits.** The Board may prepare additional audits of any or all of the financial accounts or affairs of the Association at any time.

8. **Accounts.** The funds of the Association shall be kept in accounts in its name, and shall not be commingled with the funds of any other Association, the President of the Association, or any other person responsible for custody of such funds.

## **ARTICLE IX ASSESSMENTS**

1. Each member is responsible for paying his or her reasonable and proper share of the costs of the operations and functions of Alderbrook Golf & Yacht Club. Each year Alderbrook Golf & Yacht Club shall adopt an annual budget, which shall include assessment income. In addition, special assessments may be adopted to pay for extraordinary, unanticipated, or significant expenses. "Assessments" are as defined in Paragraph 6 below.

2. Assessments as defined herein shall constitute a personal obligation of each lot owner. In addition, they shall constitute a lien on each lot so assessed, whether this lien is reduced to writing and recorded, or not.

3. If necessary in the judgment of Alderbrook Golf & Yacht Club, such liens may be foreclosed when delinquent, in the general manner of foreclosure of real property mortgages and deeds of trust, with adaptations where reasonable and fair.

4. The lien of Alderbrook Golf & Yacht Club for payment of all assessments as defined herein is prior to any other lien, mortgage, deed of trust, or any other encumbrance, regardless of filing date of the same. However, as to any lot, this Alderbrook lien shall be automatically subordinated to one institutional mortgage, deed of trust, or other financing encumbrance, which is undertaken for the purpose of purchase of the lot, or construction (or remodeling) of improvements to the same, or refinancing of the same; provided that the account is not delinquent at the time of recordation of the lien, and that a copy of such encumbrance is received at the office of Alderbrook Golf & Yacht Club within sixty days of its execution.

5. In addition, Alderbrook Golf & Yacht Club may choose to subordinate its lien to any other encumbrance, when in the best interest of the membership, and consistent with the purposes of Alderbrook as set forth herein.

6. **Assessments.** The following are included in the meaning of “assessments:”

A. **General Annual Assessment and/or Dues.** The association may impose a general annual assessment and/or dues on each lot or member within the development, which assessment or dues shall be as set by the Board of Directors within its proposed budget, and subject to ratification of the membership as provided in Art V, §6(H) above.

B. **Special Assessments.** Special assessments for particular expenses may be imposed by a vote of the general membership.

C. **Other Charges.** In addition to these general and special assessments, the following charges may also be imposed, and are for the purposes of the Bylaws also considered assessments:

i. **Service Fees.** The Board of Directors may in its discretion impose direct fees for such goods and services as, for example, cart shed rental, trail fees, recreational facilities, retail sales items, and lien filing;

ii. **Fines.** The Board of Directors may adopt a system for the imposition of fines for violation of Alderbrook covenants and/or rules;

iii. **Late Fees and Interest.** The association may add reasonable late fees, and interest of not more than 12% per annum, compounded annually, to any delinquent account;

iv. **Expenses.** If the Board of Directors is required to expend any funds, with or without litigation, in pursuit of the collection of any assessments, as defined herein, the correction of any violation of Alderbrook covenants and/or rules, or with regard to any dispute concerning its actions and/or powers; all expenses, including but not limited to attorney, expert, title report and surveyor fees; lot condition remediation costs; and all other costs of litigation, including court and discovery expenses; and any and all other amounts reasonably expended in the process of collection, dispute resolution or correction; shall be paid by the member responsible.

## **ARTICLE X GOVERNANCE**

1. **Binding Rules.** The rules of the Association are binding on all members. The acceptance of an interest in title also constitutes an agreement that the Association governing documents and rules and regulations as they exist now and may be lawfully amended in the future are accepted by the member, for himself or herself as well as for all family members, guests and tenants.

2. **Construction.** Where any terms of the covenants and/or Alderbrook rules are unclear, the Association shall have the right, power and authority to interpret the same by providing a meaning that is reasonable and fair, and advances the purpose of the Association and the collective interests of the members.

3. **Violations of Rules.** In addition to collection of assessments, it may from time to time be necessary for legal action to be brought in order to correct violations of Alderbrook covenants and/or rules. Such actions may be brought by the Association itself, or, where the rule violated is a recorded restrictive covenant, any individual members. A corrective action may be brought at law or

in equity, and may request relief in the form of injunction, remediation, foreclosure, damages and/or collection of assessments as defined at Article IX above, or any other relief authorized by law or in equity.

4. **Limitation on Actions Against the Board of Directors.** No legal action may be brought against the Board of Directors, its officers, employees, and agents, committee members and/or volunteers, for failure to enforce any provisions of the governing documents or rules and regulations under any circumstances; or for mistakes made in good faith regarding the approval or failure to approve building or other lot improvement plans.

5. **Acquiescence.** Each member is conclusively deemed to acquiesce to any Board action by payment of assessments, by the use of the Alderbrook Golf & Yacht Club facilities, or by other acceptance of any benefit of membership, after actual or constructive notice of any such action. Constructive notice includes notice of such actions by mail to the member.

6. **Indemnification.** The Association may indemnify current or former directors or officers, or any other persons, pursuant to law.

7. **Severability.** If any provision of these bylaws is deemed illegal or without effect, the remaining provisions shall not be affected.

8. **Non-Waiver.** Failure on the Association to enforce any Association covenant, Article of Incorporation, Bylaw, or any other rule or regulation against any member shall not operate (1) to waive the right of the Association to enforce at any time the same rule or any other rule against the same or any other member; (2) to acquiesce in the future non-enforcement of the same or any other

rule; or (3) as the abandonment of the right to enforce the same or any other rule. No member may rely on any such non-enforcement for any purpose.

9. **Amendments.** These Bylaws may be amended by the majority vote of the members in good standing voting at a meeting with a quorum. The effective date of each amendment shall be as specified therein.

**ARTICLE XI  
CERTIFICATION OF AMENDMENT**

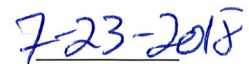
1. **Certification.** We, the president and secretary of Alderbrook Golf & Yacht Club, certify that the above stated Bylaws were properly adopted according to all requirements as an amendment to the Bylaws of the Alderbrook Golf & Yacht Club.

2. **Effective Date.** The effective date of these amended Bylaws shall and is the 23rd day of July 2018. All provisions of these amendments shall apply to all members and circumstances subject hereto immediately upon said date, except as otherwise prohibited by law.

By our signatures hereto, we so certify.



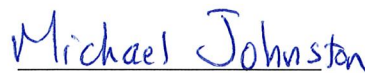
Signature  
Rhonda Westover  
President, Board of Directors



Date



Signature  
Michael Johnston  
Secretary, Board of Directors



Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF MASON )

On this 23<sup>rd</sup> day of July, 2018, personally appeared before me Rhonda Westover, personally known to me or provided to me on the basis of satisfactory evidence to be the President of Alderbrook Golf & Yacht Club, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_

C M Scott  
PRINT NAME: CM Scott  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing in Shelton  
My commission expires: September 29, 2020

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF MASON )

On this 23<sup>rd</sup> day of July, 2018, personally appeared before me Michael Johnston, personally known to me or provided to me on the basis of satisfactory evidence to be the Secretary of Alderbrook Golf & Yacht Club, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known   
Affiant produced ID   
Type of ID \_\_\_\_\_

C M Scott  
PRINT NAME: CM Scott  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing in Shelton  
My commission expires: September 29, 2020

