

**EVERGREEN COHO  
SKP PARK**

**BYLAWS**

**AS AMENDED  
AUGUST 4, 2021**

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# **EVERGREEN COHO SKP PARK**

## **PURPOSE**

The purpose of the Evergreen Coho SKP Park located at 2481 Anderson Lake Road, Chimacum, Washington 98325, hereinafter referred to as the “Park” or “Corporation,” is to form a community of people based on the Escapees RV Club concept of “Sharing and Caring,” to provide educational, recreational, charitable, social and cultural advantages for members of the Park and the Escapees RV Club and to provide a place for members of the Escapees RV Club to park in self-contained recreational vehicles for limited periods of time (providing space is available).

The Park does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, national origin (ancestry), disability, marital status, sexual orientation or military status, in any of its activities or operations. These activities include, but are not limited to, employment of staff, selection of volunteers and vendors, guests, visitors and members. Members of the Evergreen Coho SKP Park are committed to providing an inclusive and welcoming environment for all members, staff, guests and visitors.

## ARTICLE I. DEFINITIONS

**Annual Maintenance and Operating Fee:** A fee levied on each leaseholder to fund the projected maintenance and operational expenses and assure adequate contingency/replacement funding of the Corporation.

**Assessment:** A charge levied on a leasehold for membership-approved new capital improvements or other items. This adds to the value of the leasehold.

**Board:** The Evergreen Coho SKP Park (ECSP) Board of Directors.

**Capital Improvement:** A new item, purchased by the Corporation, which has a value of more than \$1750 and which will be placed in the contingency/replacement fund schedule.

**Compensation Payment:** Member reimbursement after termination.

**Contingency/Replacement Fund:** An account funded from the annual operating fee to pay for the Corporation's depreciable capital assets, large maintenance expenses and contingencies.

**Dry Camp Area:** An area reserved for guests or members to park in their self-contained RVs on sites which do not have individual hookups. There is water and a dump station available in the Park.

**Escapee RV Club:** A privately owned club that advocates a philosophy of caring, sharing knowledge and social activity.

**Evergreen Coho SKP Park:** Also may be referred to in the document as ECSP, Co-op, Park or Corporation.

**Fee:** A charge levied by the Board and billed to applicable members.

**Fine:** A charge levied for infractions of the Bylaws or Standing Rules as determined by the Board.

**Guest:** A person(s) who is a non-member(s) of the Escapee RV Club and who is invited by an ECSP member to visit the Park provided the member is residing in the Park.

**Lease (Leasehold(er)) Agreement:** A contract between an ECSP member and the Evergreen Coho SKP Park for use of a specific lot.

**Liaison:** A member of the Board who provides an avenue of communication between the Board and the committees.

**Majority Vote:** Over half of the votes cast, ignoring blanks (which are empty or with information not called for), when a quorum has been ascertained.

**Member (Leaseholder/Lessee):** The one or two adults who have entered into a Lease Agreement with the ECSP and given a current Membership Certificate and Lease Agreement, one of whom must be fifty-five (55) years of age or older.

**Membership:** The privilege of maintaining a leased lot in the ECSP and the use of all common use areas and facilities. Consists of a valid Membership Certificate and Lease Agreement.

**Membership, (the):** A term used to refer to the total number of memberships issued by ECSP.

**Membership Certificate:** A document that acknowledges membership in the ECSP for those who qualify and have entered into a Lease Agreement.

**Membership Standing Rules:** A list of rules, adopted by the Membership, for members to follow.

**Membership Policies and Procedures:** A list of guidelines and processes for conducting Park business that includes a list of requirements for the behavior, safety, and convenience of leaseholders, guests and visitors.

**Penalties:** A charge levied by the Board for late payment of fees, assessments or other financial obligations to the Corporation.

**Proxy Vote:** The method by which an absentee member may participate in voting at a Membership meeting.

**Quorum (of the Membership):** The majority of the members eligible to vote, either present at a meeting or by proxy.

**Quorum (of Directors):** Five (5) present at a meeting or on the phone.

**Recreational Vehicle (RV):** A trailer, pick-up camper, motor home or similar device used for portable or recreational housing that bears the RVIA, RPTIA label and/or government sticker.

**Reimbursement after Termination:** An amount paid to an outgoing leaseholder after a successor leaseholder's payment for a membership clears the bank.

**Robert's Rules of Order:** The manual of parliamentary procedures for conducting orderly meetings.

**Visitor (Renter):** A person(s) who is a member(s) of the Escapee RV Club who visits or rents at the ESCP.

**Waiting List:** A list of Escapee RV Club members who have applied for ECSP membership, paid a deposit and are waiting for a membership.

## **ARTICLE II. MEMBERSHIP**

### **Section 1. Definition**

- A. The Park is a 55+ RV Park under the provision that at least 80% of the memberships have at least one person age 55 or older as required by Washington State and Federal guidelines.
- B. A membership is defined as one or two individuals who are adults and who are living in the same recreational vehicle on a continuing basis who have entered into a current Membership Agreement with the EVERGREEN COHO SKP PARK and who are members in good standing of the Escapee RV Club.

### **Section 2. Procedure for establishing a membership in the park**

- A. Applicants shall have their names entered on a waiting list by filling out an application with their name(s), Escapee RV Club membership number, a non-refundable administrative fee, and a refundable earnest money deposit to the Park. The amount of the fee and the refundable earnest money requirement will be determined by the Corporation's Board of Directors (hereinafter referred to as the "Board"). The additional sum required for a specific lot is due and payable when specified by the Board. False or deceptive information, including anything meant to mask or hide the applicant's true identity, that is found on any application form or submitted document(s) will be forwarded to the Board of Directors for adjudication in a closed Board meeting. A majority vote of the Board of Directors will determine whether or not the application will be nullified, all application fees and deposits returned, and the applicant(s) being disqualified from becoming leaseholders in the future.
- B. When a membership/lot is available to the applicant, the applicant will provide the additional sum required and sign all applicable papers provided by the office before membership is completed.
- C. Applicants shall agree to abide by the Articles of Incorporation, Bylaws, Standing Rules, Policies and Procedures and the Lease Agreement entered into with the Park.
- D. The Board of Directors shall issue a Certificate of Membership when the requirements of A and B above have been completed.
- E. A member (single person or a couple) shall not hold more than one Lease Agreement.
- F. Members shall agree that they are entering into an agreement for the use of the Park's facilities and that interest in the Park is not part of the member's estate and, except in the case of an exchange between members, a lot is not transferrable, except to the Park.
- G. A membership cannot be transferred by inheritance, sale or in exchange for goods or services. The burden is on the member or a person claiming to be a member to establish that a transfer was not to achieve an inheritance, sale or exchange for goods or services.
- H. If a single member wants to add another adult Escapee RV Club member on their membership, it can be done by either of the following:
  - 1. Providing a copy of a certificate of marriage, domestic partnership or as tenants in common with right of survivorship.
  - 2. Providing to the Park office written notice of intent to add a second non-relative adult "live-in companion" to the membership. Written notice can be withdrawn at any time by the member.

- I. One non-leaseholder adult may be registered with the Park as a live-in companion of a leaseholder who is the single occupant of his/her lot. Said live-in companion may remain living with the leaseholder without interruption or interference so long as his/her live-in companion status is not revoked by the leaseholder and the leaseholder remains in occupancy of his/her lot. The leaseholder may revoke said status without cause or justification. The live-in companion status will terminate upon the leaseholder revoking that status in writing or the leaseholder ceasing to occupy his/her lot. If said status is revoked or if the leaseholder ceases to occupy his/her lot the live-in companion shall immediately vacate the subject lot. At no time shall the live-in companion acquire any leasehold or other ownership interest in the subject lot except as provided in Article II. Section 2. H2. This non-leaseholder must be a member of the Escapee RV Club.

### **Section 3. Responsibilities of members**

- A. Members are to share knowledge, labor, and time toward the betterment of the Park, to the best of their abilities and/or capabilities. Members are expected to serve on one of the committees or volunteer in one of the positions which have been established to ensure the smooth operation of the Park.
- B. Members shall conform to the lawful requirements of the Park.
- C. Members shall pay all assessments and fees when due or make arrangements with the Board for payment.
- D. Members are responsible and financially liable for any damage caused by themselves, their guests and pets or debts owed to the Park by their guests and visitors.
- E. Members are responsible for actions of their guests, visitors and pets.
- F. Members are responsible for keeping the office apprised of his/her current address, email address, telephone number, fax number, if any, emergency contact and beneficiary information.
- G. No member shall attempt to impose his/her religious, moral, ethnic, political or aesthetic preferences on another member.
- H. Members agree that governmental requirements placed on the Park have to be met and will comply when those requirements affect the member.
- I. Members agree that all lots, recreational vehicles, buildings and personal property, on a lot or in storage, shall meet standards established by the Board for maintenance and appearance.

### **Section 4. Rights and privileges of members**

- A. Members have the right to occupy their assigned lots in accordance with these Bylaws, Standing Rules, Policies and Procedures and statutes and ordinances governing recreational vehicle parks.
- B. Members have equal rights to the use of all “common use” facilities of the Park.
- C. Members have the right to add improvements to their assigned lots in accordance with the rules established by the Board and the responsible committees. The amount of reimbursable improvements will be determined by the responsible committees and will be credited to the membership.
- D. Members have the right to hold any office, to attend general meetings and all meetings of the Board other than “closed” sessions.



- E. Members have the right to vote on any items of business before the members at any meeting of the Membership provided the member is in good standing (Article VII. Section 1A).
- F. Members have the right to have guests who are not members of the Escapee RV Club provided the member is residing in the Park.
- G. Members have the right to make suggestions regarding the Corporation or the Park, in writing, to any member of the Board or Standing Committee. Suggestions will be reviewed at the next meeting (other than meetings called for a specific purpose other than to consider the suggestion) of that body. If requested by the member, the Board will answer the suggestion in writing.
- H. Members have the right to speak on any subject of concern at open board meetings, special meetings and Membership meetings. These meetings shall have an agenda item titled "Member Comments." A time limit of two (2) minutes for each member may be imposed.
- I. Members shall receive the details of the approved budget for the upcoming fiscal year and the determined amount of the annual fee by the end of June. The members will also receive a copy of the Board's annual report, annual reports of the Committees and the previous fiscal year's annual financial statement in the registration packet for the annual Membership meeting. Notification of new Directors and Officers will be provided in the minutes of the annual Membership meeting.
- J. With reasonable notice, a member is entitled to copies of extracts from the Corporation's records including minutes (except for Executive {closed} Board meetings), rosters of members and financial records, but not any record containing personal and private information about any other member or any records regarding legal matters. All information will be furnished to the member only after payment of a reasonable fee for costs including staff and professional services, if required.
- K. Members accusing another member of an infraction of the Standing Rules or Bylaws must do so in writing to the appropriate arbitrators and the accused member must receive a copy of the signed complaint.

## **Section 5. Termination of membership**

- A. Voluntary termination: A membership may submit to the Corporation a letter of intent to terminate, but must submit a Membership Termination Form.
- B. Upon the death of a leaseholder with a surviving co-leaseholder, the survivor shall become the full owner of the leasehold. Upon the death of a leaseholder without a surviving co-leaseholder, the resulting value of the leasehold shall accrue to the single leaseholder's estate or as directed in the Park's Beneficiary Form executed by the leaseholder. (See Article IV. Section 3.C).
- C. Involuntary termination:

The Park has the ultimate right to make and enforce its Bylaws and Standing Rules and to require that members refrain from conduct injurious to the Park or its purpose.

Formal disciplinary procedures are considered a dramatic step, and when necessary proper and tactful handling of the matter is of prime importance. It is in the best interest of the Park to first make every effort to obtain a satisfactory solution of the matter quietly and informally through the Grievance Committee procedures.

Examples of basis for the discipline of a member include, but are not limited to:

1. Repeated failure to pay financial obligations to the Corporation in a timely manner.
2. Failure to maintain a membership in Escapees RV Club.
3. Willfully or negligently defacing, damaging, or destroying the property of the Park, property of another member or any other illegal act. Where there is a monetary loss, the violator will be responsible for the full value or replacement cost, whichever is greater.
4. Violent, threatening or abusive behavior toward members, Park staff, guests or visitors.
5. Interfering with Park staff in the performance of their duties, undermining our ability to conduct Park business, creating conflict, or other behavior(s) inconsistent with the purpose of the Park.
6. Refusal to comply with Park Bylaws, Standing Rules, Policies and Procedures or Park purposes.
7. No action will be initiated by the Board based on rumors, hearsay or innuendo.

D. Disciplinary measures will follow these guidelines:

1. The Grievance Committee and Board deliberations shall be conducted to ensure an accused member is afforded due process.
2. Where the Board determines discipline is necessary, it may involve censure, formal reprimand, fine, suspension of the member's rights or expulsion.
3. Should the accused member refuse the Board's disciplinary determination, the member's only recourse is formal, binding arbitration pursuant to Washington State Arbitration Law. In that case the Park and member shall share arbitration costs but not their respective legal and witness expenses. If the member prevails he/she shall be returned to full membership without stigma or disclosure of the disputed proceedings.
4. While members are free to seek legal counsel, if a member, whether accused or complaining party, refuses to submit the complaint to the Grievance Committee, and elects to file a lawsuit against the Evergreen Coho SKP Park, the lawsuit filing shall be construed as the member's immediate voluntary membership resignation. Members subject to voluntary membership resignation must leave the park by a date designated by the Board.

## **ARTICLE III. BOARD OF DIRECTORS**

### **Section 1. Composition**

- A. The Board of Directors shall consist of nine (9) members of the Corporation elected by the Membership at the Annual Meeting. Three (3) members shall be elected each year.
- B. Terms of office shall be for three (3) years; however, Directors shall serve until their successors have been elected or appointed.
- C. Co-members shall not serve on the Board at the same time.
- D. Neither a member or co-member may be elected nor appointed to the Board of Directors if either has served on the Board at any time within the previous twenty-four (24) months; except this rule shall not apply if the member previously serving on the Board was appointed to serve less than eight (8) months of a vacated board member's term.

- E. A Recording Secretary may be selected by the Board from the Membership to perform the functions of taking minutes and making records of actions at meetings of the Board. A Recording Secretary so selected shall not be considered a member of the Board.
- F. A Director (including officer) may resign, or may be removed by a two-thirds vote of the Membership.
- G. A Director or officer may be removed from the Board or office and shall not be indemnified for any of the following:
  - 1. Any deliberate breach of the Director's fiduciary duty or loyalty to the Corporation or its members.
  - 2. Acts of omission which are not in good faith or which involve intentional misconduct or a knowing violation of law.
  - 3. Violation of the provisions of law governing the distribution of income cited in the State statutes governing nonprofit Corporations.
- H. Directors shall serve without compensation.
- I. Vacancies on the Board shall be filled promptly by appointment by the Board. Members so appointed shall serve the unexpired term of their predecessors.

## **Section 2. Officers**

- A. Officers shall be a President, Vice President, Secretary, Treasurer, and other officers as the Board may decide. Officers shall be elected by the Board and shall remain in office until their successors have been elected. Any officer who is not a board member (i.e. recording secretary) shall serve ex-officio, with voice, but without vote.
- B. The term of office for officers shall be for one year, but an officer may be re-elected for an additional one-year term. A director may not hold more than one office at any one time.
- C. Duties of officers:
  - 1. The president shall be Chairperson of the Board and will preside over all Board and Membership meetings.
  - 2. The Vice President shall perform the duties of the President in the absence of the President, or when requested to do so by the President or a majority of the members of the Board. He/She shall perform other duties as assigned to him/her by the President or the Board.
  - 3. The Secretary shall be responsible for the records of the Membership, Certificates of Membership, the minutes and records of proceedings of the Board and Membership meetings, the keeping of all official Corporation records, and when authorized, will attest, seal, execute, and deliver documents for the Corporation. The Secretary shall comply with appropriate State and Federal laws.
  - 4. The Treasurer shall:
    - a) Oversee that all funds of the Corporation are received and deposited in a timely manner. All trust funds will be held in separate accounts.
    - b) Ensure that all financial records are in accordance with generally accepted accounting practices.

- c) Make disbursements only on written approval of the Board with the exception of standard operating costs, i.e. electric, water, insurance, taxes, budgeted items, etc.
  - d) Submit a closing financial statement for the fiscal year with its substantiating vouchers and/or other records to the Audit Committee for certification no later than sixty (60) days after the end of the fiscal year.
  - e) Provide a copy of the closing financial statement for the previous fiscal year at the Annual Meeting and provide other financial statements as requested by the Board.
- D. An officer may resign or be removed from office by a two-thirds vote of the entire Board.

### **Section 3. Meetings**

- A. The Board shall meet in closed session immediately after the annual Membership meeting for the purpose of electing officers. At a meeting of the Board immediately prior to the Annual Meeting an outgoing director will be selected to be the Chairperson of the closed session by a majority of votes cast by the Directors.
- B. The Board will schedule and post notices of all regular meetings. Special meetings may be called by a member of the Board if two other Board members concur. Time and place will be fixed by the member calling the meeting. If a quorum is not present, business matters may be presented by telephone to the absent Director(s) as long as all business being conducted can be heard by all participants.
- C. A quorum shall be five (5) Directors. Board actions shall be valid only if a quorum has been established and is maintained.
- D. Voting by Directors at meetings must be in person or by conference call or other means by which all members participating in the meeting can hear each other. No other method of voting is permitted. Proxy voting is prohibited.
- E. All meetings except meetings declared as “closed” by the Board shall be open to the Membership.
- F. Closed meetings shall be held only for the purpose of electing officers, for the consideration of sensitive issues such as, but not limited to, interviewing persons for whatever reason, consideration of involuntary termination of a membership, employee performance and salary reviews, or if non-board members present at an open meeting disrupt the proceedings.
- G. Minutes of all Board meetings, including results only of closed meetings, shall be approved and distributed to the Membership within thirty (30) days. If a non-Board member disruption results in a closed meeting, detailed minutes of the closed meeting must be approved and distributed to the Membership.

### **Section 4. Duties and responsibilities**

- A. The Board will retain the staff required to operate the Park. The Board, through the use of a management contract, will define the duties, compensation, and limitations of the staff. A copy of this contract, excluding compensation, will be available for examination by any member. The staff shall not be members of the Board, but may attend meetings as resource persons at the request of the Board.
- B. The Board shall manage the business affairs of the Corporation. All conferences for legal guidance or negotiations with contractors for services to be performed for the Corporation shall be conducted

by at least three (3) directors, and the final contract and any subsequent changes to the contract must be approved by five (5) members of the Board.

C. Policies:

1. In executing its responsibility to manage the affairs of the Corporation, the Board may adopt policies by which the affairs shall be managed. Such policies may define methods or procedures for carrying out or enforcing the Articles of Incorporation, Bylaws or Standing Rules of the Corporation, but shall not override, change, be in conflict with, or otherwise violate any provision of Washington State or Jefferson County laws or regulations, Washington State requirements for non-profit status or Evergreen Coho SKP Park Articles of Incorporation, Bylaws or Standing Rules.
2. Any policy that is adopted by the Board shall not be in effect until the policy has been written, approved by at least five (5) members of the Board, and a copy of the policy sent to each leaseholder.

D. The Board shall perform other duties as required by these Bylaws.

## **ARTICLE IV. LEASE AGREEMENT AND RENTAL POOL**

Definition: For purposes of this article, the term “member” may be construed to be singular or plural.

### **Section 1. Consideration of membership**

The basic cost of a membership is determined by dividing the cost of developing the Park by the number of available lots. The Board may periodically adjust the basic cost of a membership for any reason they consider good stewardship of their responsibility or by direction of the Membership. The disposition of any income from these adjustments shall be in accordance with all applicable Federal and Washington State laws. The cost of a membership can be further increased only by the amounts of additional assessments of the members, divided by the number of such lots. This cost shall be the amount of consideration for the lease of a lot. Execution of a Lease Agreement between the lessee and the Corporation and purchase of reimbursable improvements made by the member (at cost minus depreciation) on the lot, if any, shall entitle the lessee to a membership in the Corporation in accordance with the terms of the lease and these Bylaws.

### **Section 2. Lease agreement**

- A. The Board shall adopt a form of Lease Agreement which shall include as a minimum: name(s), a legal description of the assigned lot; the consideration paid; the amount paid for improvements; a definition of the obligations of the Corporation and of the lessee as a result of the agreement. The lessee shall receive a copy of the agreement signed by the lessee and any two Board members representing the fully paid membership of the member. The original agreement shall be retained by the Corporation. In the event of a modification of the Lease Agreement, the copy of the agreement must be surrendered before the modification can become effective.
- B. The member does not have the right to sell, give, will or in any manner transfer a membership to any person or persons other than the Corporation.

### **Section 3. Termination of lease**

- A. Whether termination is voluntary or involuntary, compensation shall include an amount equal to, but not exceeding, the member's basic cost plus any subsequent assessments which the member has paid. It also will include reimbursable improvements made by the member to the leasehold and will take into consideration any depreciation of said improvements as determined by a committee appointed to evaluate the property.
- B. Unpaid fees, unpaid invoices or costs incurred by the Corporation as a result of the termination shall be deducted from the amount due the member upon termination.
- C. Upon the death of the last surviving member named in the Lease Agreement, the compensation for the total value of the leasehold, less any costs incurred by the Corporation as a result of this transaction, will be returned to the member's estate or the heirs, beneficiaries or devisees of the deceased member. The Corporation will make reasonable effort to locate the executors or representatives of the member. In the event the member dies intestate and without lawful heirs or the executors or representatives cannot be located, and court approval has been obtained, the compensation for the lease shall revert to the Corporation as a donation unless other specific terms have been expressed by the member in writing and are on file with the Corporation.
- D. The Lease Agreement shall be automatically terminated upon the termination of a membership, whether voluntary or involuntary.
- E. Reimbursement will be made after a successor leaseholder's payment for a membership clears the bank. Reimbursement will be made in the order the memberships became available.

### **Section 4. Transfer or modification of lease agreement**

- A. A membership cannot be transferred by inheritance, sale or in exchange for goods or services. The burden is on the member or a person claiming to be a member to establish that a transfer was not to achieve an inheritance, sale or exchange for goods or services.
- B. The Board shall establish a procedure for the transfer and/or modification of the Lease Agreement.
- C. A "waiting list" of people applying for membership and the procedure for obtaining or transferring a membership shall be maintained under the supervision of the Board.
- D. Members may exchange lots with other members of the Corporation, but new lease agreements and membership certificates must be executed and the original copies become null and void.

### **Section 5. Rental pool**

- A. A leaseholder has the option of placing his/her lot in the rental pool. Placing a lot in the rental pool requires that the member execute a lot rental pool form. The leaseholder is responsible for the maintenance and upkeep of their lot. Those qualified to use lots in the rental pool are visiting Escapees (proof of Escapee RV Club membership required) or guests of members of the Corporation, if the member is residing in the Park.
- B. Any income from lot rentals shall accrue to the Corporation only, and not to a membership. The Corporation shall credit the membership with a portion of the accrued values up to the following year's annual maintenance fee of the membership. In all cases, no money or value shall be available actually or by credit to a membership above its maintenance fee.

- C. Any lot in the rental pool which is subject to termination proceedings or transfer shall be removed from the rental pool, but it may be rented out, if available, at the discretion of the Board, in which case any income from the rental of such lots shall accrue only to the Corporation for operating or maintenance expense.
- D. Permission to use a member's lot for rental is revocable by the member notifying the park office in writing or by telephone no less than seven (7) days prior to the time the lot will no longer be available. A numerical log of telephone notifications shall be maintained by the office and the notification number shall be provided to the member.

## **ARTICLE V. FINANCES AND BUDGET**

### **Section 1. Sources of income**

#### **A. Assessments:**

1. An assessment is the amount of money designated for capital improvements or other items that are equally shared by members of the Corporation. Assessments shall add to the value of a membership. A capital improvement is defined as a new item purchased for the Corporation which has a value of more than \$1750, and which will be placed in the contingency/replacement fund schedule.
2. Assessments for capital improvements may be recommended by the Board to the Membership with an appropriate time line specified. A two-thirds majority or more of the votes cast, with a minimum of more than half of the current members voting yes, must approve an assessment. If a portion of the assessment is not used for its designated purpose it shall be credited to the appropriate contingency/replacement fund category and only the amount expended shall add to the value of the membership. Assessments required by law shall be imposed on the members without their approval.
3. Designated sums set aside for specific purposes will not be used for another purpose unless approved by two-thirds or more of the votes cast with a minimum of more than half of the current members voting yes.

#### **B. Fees:**

A fee is defined as an amount of money levied and billed only to the people to whom it applies. Fees paid shall not add to the cost of a membership. Fees shall be determined by the Board.

#### **C. Penalties:**

The Board may establish penalties for late payment of fees, assessments, or other financial obligations to the Corporation.

#### **D. Annual fees:**

1. Each member shall contribute to the maintenance and operating expense fund an equal share as determined by the budget.
2. At the end of the fiscal year, any surplus monies shall be transferred into the contingency/replacement fund.

#### **E. Income from visiting Escapees and guests of members for use of lots in the Rental Pool. Fees for the use of lots by those eligible shall be established by the Board.**

- F. The income from lots designated by the Corporation to be used exclusively for rental shall accrue to the Corporation for maintenance and operating expense.
- G. Interest earned on invested funds shall accrue to the Corporation for maintenance and operating expense.
- H. Donations in any form shall be used for their designated purpose or similar project if the original purpose is no longer valid.

## **Section 2. Contingency/replacement fund**

A contribution to the contingency/replacement fund, for the replacement of the Corporation's depreciable capital assets, large maintenance expenses and contingencies, shall be included in the budget. The yearly budget amount and the size of the contingency/replacement fund will be recommended by the Long-Range Planning Committee to the Board. The Board will then set the amounts. Disbursements from the C/RF require an affirmative vote by five members of the Board of Directors.

## **Section 3. Budget**

- A. The Budget Committee shall prepare a budget which shall anticipate, to the best of their ability, the expenses for the operation of the Corporation's business for the coming fiscal year.
- B. The proposed budget shall be submitted to the Board for their concurrence and to the Membership for their information, by June 15 of each year, but does not require the Membership's approval. The final approved budget along with the amount of the annual maintenance and operating fee will be sent to the Membership by the end of June.
- C. The total budget figure, with any deficit expenditures from the previous year debited, shall determine the annual fees of the memberships.

## **Section 4. Fiscal year**

The fiscal year shall be from July 1 through June 30.

## **Section 5. Fund raisers**

- A. Private groups may raise money to pay for their expenses in providing services to groups in the Park. Such groups can be, but are not limited to, the following:
  - 1. Wi-Fi
  - 2. T-shirt and sweatshirt sales
  - 3. Exercise equipment
  - 4. Kitchen Angels
- B. Such groups raise their own money, pay their own expenses, and keep their own books. Funds are not connected to the Corporation and do not go through Corporation accounts.



## **ARTICLE VI. MEMBERSHIP MEETINGS**

### **Section 1. Meeting location**

- A. Written notice of any meetings of the Membership called for any purpose pursuant to these Bylaws, shall be delivered to every member no less than thirty (30) days nor more than fifty (50) days prior to the meeting being called. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Corporation and with postage thereon prepaid.
- B. All meetings will be held at the address of the Corporation.

### **Section 2. Annual Meeting**

The Annual Meeting shall be held the first Wednesday in August. The minutes of the meeting will be delivered to the Membership within 45 days. All reported errors will be furnished to the Membership prior to the next Annual Meeting.

### **Section 3. Special meetings**

Special meetings of the Membership may be called by the Board or by petition to the Board, and will be held at the time specified by the Board or petition. Notice of such meetings stating the time and purpose of the meeting shall be delivered to all members by the Secretary, personally or by mail, no fewer than 30 days nor more than 50 days prior to the time specified. Notice is deemed delivered when deposited in the United States mail and to the address currently shown on the records of the Corporation, and with postage thereon prepaid.

### **Section 4. Quorum**

A quorum is established when a majority of the memberships are present in person or by proxy.

### **Section 5. Petitions**

- A. Must be posted in the clubhouse.
- B. Must be signed by 20 members.
- C. Must state it is to be considered at either an Annual Meeting or special meeting of the Membership.
- D. Must be signed and dated by the Board member to whom it is presented and whose responsibility it is to notify the remaining Board members of receipt of the petition.
- E. A copy of the signed petition shall be retained by the person submitting the petition.

## **ARTICLE VII. ELECTIONS AND VOTING**

### **Section 1. Eligibility to vote**

- A. A membership is eligible to vote at any annual or special meeting except when the membership:
  - 1. Has submitted intent to terminate.
  - 2. Is not in good standing with the Escapee RV Club.
  - 3. Is not current with fees or assessments owed to the Corporation.
  - 4. Has an RV which is not properly licensed parked on the leaseholder's lot.
  - 5. Has a vehicle, trailer or boat in the storage area which does not have up-to-date license tabs, if applicable.
- B. The Secretary will report the voting status of all memberships to the Election Committee prior to the time for the meeting registration.

### **Section 2. Voting**

- A. One vote is permitted per membership.
- B. A vote of a majority of those voting, except as otherwise specified in these Bylaws, shall be the decision of the Membership and shall be binding on the Corporation.
- C. Voting for Directors, assessments, and amendments to the Articles of Incorporation and the Bylaws shall be by ballot.
- D. Registration and tellers for all Membership meetings will be the responsibility of the Election Committee.

### **Section 3. Proxy voting**

- A. Proxy voting is permitted for general business/administrative matters, for assessments, and for amendments to the Articles of Incorporation, Bylaws and Standing Rules.
- B. Proxies must be presented to the Election Committee at registration for the determination of authenticity and issuance of proxy voting cards. The proxy must be surrendered to the table monitor at the meeting. A proxy is valid only for the specified meeting.
- C. A proxy form will be included in the Annual Meeting information packet. It is the leaseholder's responsibility to mail this form separately to his/her designated proxy.

### **Section 4. Nominations for Directors**

- A. The Election Committee, acting as a Nominating Committee shall nominate, from the Membership, candidates for the position of Director. The Committee shall make every effort to provide a sufficient number of candidates so the Membership has a choice. Candidates must submit a resume and agree to serve.
- B. Applications for candidates for Director must be received by the Election Committee no later than fifty (50) days prior to the Annual Meeting to be nominated by the Election Committee.

- C. All candidates who have submitted their applications by the deadline shall be nominated by the Election Committee.
- D. Each candidate will be introduced and shall be given an opportunity to speak at a candidate forum to be held during the first two weeks of July. The Election Committee will poll the candidates and set the day for the forum. Two weeks advanced notice, stating the date and time of this forum, shall be given to the membership.

### **Section 5. Mail in ballots for Directors**

- A. Director Ballots shall be prepared by the Election Committee and shall be delivered to each membership, by mail or in person, no fewer than thirty (30) days or more than fifty (50) days prior to the Annual Meeting.
- B. The mail out envelope will contain:
  - 1. A list of candidates and brief resumes of their qualifications.
  - 2. Voting instructions from the Election Committee.
  - 3. A pre-addressed (to the Park) return envelope with the pre-marked lot number on the outside lower left-hand corner.
  - 4. A plain unmarked ballot envelope.
  - 5. The ballot.
- C. Director Ballots will be marked where indicated and placed in the unmarked envelope. Any markings not called for on the ballot or unmarked envelope may invalidate the vote.
- D. Voting shall be by approved ballot only and in the specified manner. Director ballots not enclosed in an official ballot envelope will be discarded and not counted.
- E. The pre-addressed envelope, with the Director ballot in the unmarked envelope inside, will be returned to the Park either by mail or delivered in person.
- F. In order for a Director ballot to be counted, it must be deposited in the official ballot box or received in the mail by the Monday prior to the Annual Meeting.

### **Section 6. Handling of Director ballots**

- A. The Election Committee Chairperson shall be the custodian of the ballot box which shall remain locked and retained in the Park office.
- B. The ballot envelopes will be opened by the Election Committee when directed by the Chairperson and the lot number checked off against the master list of memberships. The sealed, unmarked inner envelope shall be set aside for counting. When all ballots have been opened and the inner envelopes removed, the inner envelopes will be opened and the votes tallied.
- C. At the designated time during the meeting, the Election Committee will give to the Chairperson a list of the candidates arranged by the number of votes received, with any ties so noted.
- D. The Chairperson shall declare elected, by plurality, a sufficient number of candidates to fill all vacated Director positions, except that if some candidates are tied for the lowest position that would elect, a second vote shall be taken and the second ballot shall include those who tied and all those who received a lesser number of votes. Proxies may not be used for this ballot.

If a tie vote on this second ballot still leaves the election of a candidate(s) in doubt, the position(s) in doubt will be declared undecided and unfilled and will be filled as specified in Paragraph E of this Section.

- E. In the event not all vacant Director positions are filled by election, the newly elected Board shall fill the vacancy(ies) by appointment.
- F. Ballots will be delivered to the Election Committee Chairperson who will hold them for thirty (30) days after the meeting, at which time they shall be destroyed.

## **ARTICLE VIII. COMMITTEES**

### **Section 1. Compensation**

Committee members shall not be compensated.

### **Section 2. Standing committees**

A. Standing Committees shall be:

1. Audit
2. Budget
3. Clubhouse Maintenance
4. Clubhouse and Social
5. Documents
6. Election
7. Grievance
8. Landscaping
9. Laundry Money Collection
10. Lawn
11. Long-Range Planning
12. Lot Management and Storage Area
13. Roads
14. Safety
15. Shop
16. Utilities

B. Each Standing Committee, except the Long-Range Planning Committee, shall consist of at least three (3) members. The Long-Range Planning Committee shall have nine (9) members.

C. The terms of office for committee members, except for Long-Range Planning Committee, shall be two (2) years. Terms of office for Long-Range Planning Committee members shall be three (3) years, with three (3) new members appointed to the committee each year. A committee member may be appointed to successive terms.

D. Appointment of Committee Members

1. Within 14 days after the Annual Meeting, the Board shall hold a meeting and confirm members to the Standing Committees.

2. The Board shall appoint a Director to be Board Liaison and a Director to be alternate Board Liaison to each Standing Committee, except for the Audit, Election and Grievance Committees.

E. Committee Organization Meetings

1. Within one week of the appointment of committee members, the Board Liaisons will call and chair meetings of each committee. At these meetings, the committees will decide on a Chairperson, Vice-Chairperson, Secretary (to take and record minutes of meetings) and any officers that the committees may want.
2. The call to meeting and the chairing of the committee organization meetings for the Audit, Election and Grievance Committees will be the duty of the following Board Officers.
  - a) Audit: Board Treasurer.
  - b) Election: Board Secretary.
  - c) Grievance: Board Vice-President.

F. Restrictions on committee membership

1. No member may be chairperson of two committees at the same time.
2. A Director or co-member of a Director cannot be an officer of a Standing Committee.
3. Directors, or their co-members, may not be on the Audit, Budget, Election or Grievance Committees.

G. Board Liaison

1. If the Board Liaison is not a member of the committee, the Board Liaison has no further duties other than relaying messages between the committee and the Board.
2. If the Board Liaison is a member of the committee, he/she shall have the same level of authority of all other members of the committee.

### **Section 3. Responsibilities of standing committees**

Each Standing Committee will write an appropriate set of procedures and these procedures must be approved by the Board and be kept current in the Director's Manual.

A. Audit Committee:

1. No member or ex-officio member of the Board may serve on the Audit Committee.
2. If there are no members of the Corporation qualified or willing to perform an audit, the Board shall engage the services of a Certified Public Accountant to assist in the audit of the records.
3. The Audit Committee report shall be submitted to the Board for corrective action if required.
4. The report of the audit shall become part of the permanent records of the Corporation.

B. Budget Committee: Refer to Article V, Section 3.

C. Clubhouse and Social Committee:

1. Shall recommend rules pertaining to the use of the clubhouse to the Board.
2. Shall coordinate schedules for the use of the clubhouse.

D. Clubhouse Maintenance Committee:

Will be responsible for maintenance work on the clubhouse, Cooper Pavilion, TV shed and the park office.

E. Documents Committee

1. Will review all ECSP documents prior to submission to the BoD for uniform format grammar, spelling, clarity and conflicts with other documents. When necessary changes are identified, the document will be returned to the originating committee for acceptance.
2. Will never alter the intent with any change to any document.

F. Election Committee:

1. Shall act as Nominating Committee to:

- a) Make every effort to provide a sufficient number of candidates to fill the positions of Directors which are vacated by expiring terms or otherwise.
- b) Prepare a list of candidates to be nominated for the election of Directors to be delivered to the Board and included in the Annual Meeting Notice.

2. Shall act as Registrar and Teller for the Annual Meeting to:

- a) Register members and proxies prior to the Annual Meeting, and issue voting cards and ballots for each.
- b) Prepare, collect and count ballots and report the results to the Chairperson for each vote required to be by ballot, and count and report results for each vote by voting card as requested by the Chairperson.
- c) Ensure ballots and proxies are collected only from registered members.

G. Grievance Committee:

1. Shall mediate grievances registered by members wherein a circumstance or condition is thought to be unjust or grounds for complaint or resentment.
2. Grievance Committee procedures will be developed and approved by the Board of Directors.

H. Landscaping Committee:

1. Will approve and maintain landscaping in all common areas and outlying gardens. This shall include planting and removal of trees in these areas.
2. Will supervise the maintenance of plantings except those on members' lots.
3. Will provide guidelines for plantings by members to assure that the plantings will not create a hazard to the public, to the septic system, or other Corporation property.
4. Shall have the authority to require the removal of any plant that is determined to be in violation of guidelines set forth or laws of the state, county, or municipality.

I. Laundry Money Collection Committee:

Will be responsible for removing the money from the washers and dryers and taking it to the park office for safekeeping and processing.

J. Lawn Committee:

1. Will mow, feed and water lawns.
2. Will maintain lawn equipment.

K. Long-Range Planning Committee:

1. Will study, coordinate, and generate long-range financial goals for the Park and make recommendations to the Board of Directors for approval. Any proposals shall include preliminary estimates.
2. Will monitor the Corporation's Contingency/Replacement Fund schedule and propose any revisions to it to the Board of Directors for approval and implementation.
3. Will maintain an inventory of Corporation assets and will periodically update this inventory.

L. Lot Management and Storage Area Committee:

1. Will provide guidelines for lot improvements, issue permits, inspect for compliance, and sign off at completion.
2. Will verify value added to the lot by improvements made in compliance with Park Policies and Procedures.
3. Will, upon transfer of membership, examine the subject lot to verify the presence or absence of improvements claimed, noting any discrepancies or depreciation which would affect the value of the improvements to the lot, and determine the present value of those improvements. Should noted depreciation be challenged by the member, that member may appeal to the Board.
4. Shall be responsible for the inspection of all lots to see that they are maintained according to standards outlined in the Standing Rules.
5. Will maintain the Little Green Building (#4).
6. Will recommend procedures and supervise operations of all storage areas.
7. Will recommend fees to the Board of Directors for a storage space. These fees are to cover the cost associated with maintaining and improving the storage area.

M. Road Committee:

1. Early each year inspect the roads and decide what road maintenance is required.
2. Will obtain estimates and/or bids for contract labor and material.
3. Will submit estimated cost for approval.
4. Will schedule and supervise the road maintenance work.
5. Will keep records of all roadwork.
6. Will inform the Long Range Planning Committee of the estimated cost and time schedule of the eventual renewal of the road surface.

N. Safety Committee:

1. Will recommend procedures and supervise maintenance of all Corporation equipment and property.
2. Will conduct inspections to insure that the Park activities are conducted in a safe manner.

O. Shop Committee:

1. Will maintain the following buildings and facilities: Shop/Maintenance Building (#2), Landscape Building (#3), Fuel Station (#5), Fish Cleaning Station, Gravel Pit and Trash Dumpster.
2. Will maintain and inventory tools and materials.

P. Utilities Committee:

Will maintain the electrical system, the water system and septic system.

#### **Section 4. Special committees**

Other committees may be appointed by the Board as deemed necessary. The term of appointment shall be for the duration of the committee's responsibility.

### **ARTICLE IX. SUBORDINATE DOCUMENTS**

#### **Section 1. Definition**

Subordinate documents are those which have the authority of the Corporation vested in them by these Bylaws but are generated and maintained separately and separate from these Bylaws. These documents shall be Standing Rules and Policies and Procedures.

#### **Section 2. Standing Rules**

- A. An amendment to the Standing Rules requires a majority vote of the Membership at an Annual Meeting.
- B. Any member may submit to the Board of Directors, in writing, a new Standing Rule, or a change to an existing Standing Rule, which shall be accompanied by a "pro" statement. An opportunity must be given for members to present "con" statements. The Board's responsibility shall be to act only as a conduit to present this suggestion to the Membership at the next Annual Meeting. The suggestion must be received by the Board not later than seventy-five (75) days prior to the date of the Annual Meeting so that it may be placed on the Agenda and this Agenda must be mailed to the Membership no fewer than thirty (30) days nor more than fifty (50) days prior to the meeting.
- C. The exact wording of all such amendments must be presented to the recording secretary, for reading to the assembly, immediately prior to any vote. This is the responsibility of the presenter of the amendment.
- D. Amendments to amendments presented in paragraphs A and B, which are offered from the floor, must also be presented in writing (by the presenter) to the recording secretary; to be read prior to any vote(s) on the amendment. Such must contain the exact final wording of the original amendment with all subsequent changes.
- E. In the event that there are subdivisions to the Standing Rules prior to amending, the procedures of paragraphs C and D will apply to each subdivision.
- F. A unanimous vote by the Board of Directors may allow a temporary change to take place pending the Membership vote at the next Annual Meeting. If the rule involves a committee's area of responsibility, an affirmative poll of the committee's members is also required.



### **Section 3. Policies and Procedures**

- A. Policies and Procedures are defined as a list of guidelines and processes for conducting Park business and that also includes a list of requirements for the behavior, safety, and convenience of leaseholders, guests and visitors(renters) and that are posted in the clubhouse.
- B. The Board shall have full authority for the review and approval of the Policies and Procedures.
- C. Policies and Procedures may, in some instances, duplicate standing rules, but shall not, in any way, be inconsistent with the Articles of Incorporation, Bylaws or Standing Rules.

## **ARTICLE X. AUXILIARY ORGANIZATIONS**

The establishment of auxiliary organizations for such purposes as fund raising for the benefit of the activities of the Corporation or common interests such as, but not limited to, a social club, amateur radio, lapidary, crafts, etc., shall be permitted. Membership in such organizations shall be voluntary. The pursuits or the purpose of auxiliary organizations shall not obligate the Corporation in any way. Rules, regulations, bylaws, etc. of auxiliary organizations shall be the responsibility of each organization, but shall be consistent with these Bylaws. Copies of the governing documents of auxiliary organizations shall be filed with the Secretary of the Board for examination by any member upon request.

## **ARTICLE XI. AMENDMENTS TO BYLAWS**

### **Section 1. Recommendation(s) for amendments**

- A. Amendments may be recommended to the Membership for their consideration by the Board. Recommendations for amendments must be delivered, in person or by United States Mail, to the Membership no fewer than thirty (30) days nor more than fifty (50) days prior to the meeting at which they are to be considered.
- B. Member(s) may submit to any Director a petition for amendment(s) signed by a minimum of 20 members and which shall be accompanied by a “pro” statement. An opportunity must be given for members to present “con” statements. The Board shall put the petitioned amendment(s) on the agenda of the next meeting of the Membership unless that meeting is called for another purpose. Petition for amendment(s) must be submitted to the Board not later than ninety (90) days prior to the meeting at which the amendment(s) are to be considered so that all members may be notified in writing as specified in paragraph A of this section.
- C. The exact wording of all amendments must be presented to the recording secretary, for reading to the assembly, immediately prior to any vote. This is the responsibility of the presenter of the amendment.
- D. Amendments to amendments presented in paragraphs A and B, which are offered from the floor must also be presented in writing (by the presenter) to the recording secretary, to be read prior to any

vote(s) on the amendments. Such must contain the exact final wording of the original amendment with all the subsequent changes.

- E. A unanimous vote by the Board of Directors may allow a temporary change to take place pending the Membership vote at the next Annual Meeting. If the rule involves a committee's area of responsibility, an affirmative poll of the committee's members is also required.

## **Section 2. Voting on amendments**

- A. Proxy votes shall be permitted. Proxies must be in writing and be submitted for verification.
- B. Amendments require a vote of approval by two-thirds or more of the votes cast with a minimum of more than half of the current Membership voting for approval.

## **ARTICLE XII. PARLIAMENT AUTHORITY**

The procedures set forth in Robert's Rules of Order latest revised edition, shall guide the Corporation in all cases to which they are applicable, and in which they are not inconsistent with public law, these Bylaws, or other special rules of the Corporation.

## **ARTICLE XIII. SEVERABILITY**

In the event that any portion of these Bylaws shall be held illegal, invalid, or otherwise inoperative, it is intended that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

These Bylaws, as amended, were accepted by members of the Evergreen Coho SKP Park at the Annual Meeting held August 4, 2021.

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Harriet Vines, President

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Janet Richards, Secretary