

PEACEFUL VALLEY COUNTRY CLUB BYLAWS

Where there is a conflict between Bylaws or Resolutions of the Corporation and the contents of this bylaw, then this Bylaw shall govern all such Bylaws and Resolutions. Where there is a conflict between Bylaws or Resolutions of the Corporation the Bylaws shall govern.”

These Bylaws are an expansion of and are secondary to the Declaration of Protective Covenants, Restrictions, Easements, and Reservations of Peaceful Valley as recorded June 24, 1976, in the office of the Clerk and Recorder, County of Whatcom, State of Washington under the entry number 1221103 Div.1, 1450473 Div. 2a and 950203066 Div. 2b

ARTICLE I

NAME, PURPOSES, MEMBERSHIP USES AND DEFINITIONS

SECTION 1 NAME

a) The name of the organization is Peaceful Valley Country Club, a Washington State Non-Profit Corporation (hereinafter referred to as the Corporation) incorporated under the laws and regulations of the Washington Non-Profit Corporation Act and in accordance with the Declarations of Protective Covenants, Restrictions, Easements and Reservations of Peaceful Valley, a Residential, Recreational Development (hereinafter referred to as the Development), as recorded in the records of Whatcom County, Washington.

b) The Corporation shall exist in perpetuity as part of the registered Covenants of the Development. Divisions No. 1, No. 2a, No. 2b and any other Divisions or Sections that may be added from time to time, unless dissolved due to bankruptcy, catastrophe (natural or otherwise), or abandonment of the Development.

c) The principle office of the Corporation shall be 8225 Kendall Road, County of Whatcom in the State of Washington with the mailing address of 8225 Kendall Road, Maple Falls, Washington, 98266. The Registered Agent shall be appointed and recorded as required by RCW 24-06-050 and shall hold that office until a successor shall have been appointed and recorded by the Directors of the Corporation.

SECTION 2 PURPOSE

The purpose of the Corporation shall be to oversee and enforce the Regulations, restrictions and benefits of the recorded Covenants of the Developments, to manage the assets, properties, common areas, parks and Sprague Lake, on behalf of the property owners of the Development, to hire staff necessary for proper operation and

maintenance of the recorded assets, properties, common areas, parks, and Sprague Lake; to collect monies and pay the expenses of the Corporation, and generally to efficiently attend to the interests of the property owners of the Development.

SECTION 3 **MEMBERSHIP**

a) Each property owner(s), hereinafter referred to as the member(s) shall have an equal share in the assets of the Corporation, which shall run with the land, and shall not be collectable unless the Corporation shall go into dissolution as set out in Article 1 Section (b) of these Bylaws and the Laws of the State of Washington.

b) Any lot owner of record or contract Vendee, in the Development shall be considered to be a member of the Corporation, provided he/she is in good standing with regards to the Bylaws, Rules, and Regulations of the Corporation, shall be entitled to all the privileges of Membership of the Corporation.

c) There shall be one membership in the Corporation for each lot which is available for individual ownership, according to the Plats of the Peaceful Valley Development (hereinafter referred to as the Development) and any amendments or additional filings thereto, as recorded in the Office of the Auditor of the County of Whatcom in the State of Washington, and if any person or persons, firm or corporation shall have one vote for each membership in good standing, according to the Bylaws of the Corporation

d) If any owner of record has contracted to sell any lot, then the contract vendee shall be entitled to membership unless the vendee's interest is terminated or forfeited of record, and in such case of a contract termination or forfeiture by the vendee, notice by the vendor to the Corporation shall be made of that fact and the membership for the lot shall revert to the vendor.

e) Each membership appurtenant to a lot shall entitle the person owning that lot, or in the case of multiple ownership, a designated representative, to all the privileges and rights of membership unless suspended as hereinafter provided for by these Bylaws; and in the event that a corporation or partnership shall be the owner of a lot, then it shall have the right to name an individual, who shall be entitled to the rights and privileges of membership.

f) The owner or vendee of each lot shall have only one vote regardless of the manner in which title to such lot may be held and whether in the names of two or more persons, in joint tenancy or as tenants in common, or in the names of partners or in the name of a corporation. Such vote shall be exercised by a person designated at the commencement of the meeting by the owner or vendee in writing. Corporate owners shall exercise their vote by the corporate president or by a person designated by the president in writing, if any person or corporation shall be entitled to more than one membership because of ownership of more than one lot, they may designate different persons to vote for each membership.

SECTION 4

USES

a) Except as provided in the Covenants and herein below, each Lot shall be used for residential purposes, including light cottage industries within an occupied residence with little or no impact to the community. Lease or rental of a Lot of any building thereon for residential purposes shall be considered to be a violation so long as the lease is in compliance with reasonable rules and regulations as may be from time to time, promulgated by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Bylaws, and the Rules and Regulations adopted hereunder. Without the prior written consent of the Corporation's Board of Directors, nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the of insurance on the properties or any part thereof over what the Corporation, but for such activity, would pay. Noxious, destructive, or offensive activity or any activity constituting a nuisance shall not be carried on in any Lot or in the Common Area or any part thereof, and The Corporation shall have standing to initiate legal proceedings to abate such activity. Each owner shall refrain from any act or use of owner's lot which could cause unreasonable embarrassment, discomfort, or annoyance to other owners, and the Board of Directors shall have the power to make and to enforce reasonable Rules and Regulations in furtherance of this provision.

b) Except on the individual Lot, no planting or gardening shall be done; no fences, hedges, or wall shall be erected or maintained upon the common area or any Lot except as are installed in accordance with the initial construction of the improvements located thereon, or as approved by the Corporation's Board of Directors or their designated representatives. Except for the right of ingress and egress, the owners of the Lots are hereby prohibited and restricted from using any of the property outside their respective lots except as may be allowed by the Corporation's Board of Directors as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners and is necessary for the protection of said owners.

c) Any registered lot owner may make application to Peaceful Valley Country Club to consolidate adjacent lots by filling out an application Form. When approved by Peaceful Valley Country Club, the approved form is to be taken to Whatcom County Lands Registry Office. When the lot erasure line is registered with the land office, the lot owner may then apply to Peaceful Valley Country Club for change of future dues structure. The lot owner will then have to prepay 2 years dues from that date on the lot being consolidated. Future dues as of January 1, 1995, on the consolidated lots will then be at a rate of 125% of annual dues and assessments as set by the Board of Directors. All presently registered consolidated lots will have their dues and assessments billed at 125% of 1 lot dues and assessments. This rescinds and cancels any previous motion regarding consolidation.

d) Any lessee/renter of any lot and/or any building in the development shall be subject to all dues and assessments as set out in Article III C herein and Article IV D in the Covenants of Peaceful Valley and shall record such agreement by signing the

authorizing document at the office of Peaceful Valley. It is the lot owners' responsibility to issue bylaws and rules to renters or leased property occupants.

SECTION 5 **DEFINITIONS**

Unless prohibited by the context, certain words used in these Bylaws or in any amendment thereof shall have the meaning set forth herein:

- a) Corporation shall and refer to Peaceful Valley Country Club, a non-profit Washington Corporation, its successors and assigns.
- b) Bylaws shall mean the Bylaws of Peaceful Valley Country Club.
- c) Common Property shall mean any and all real and personal property and easements and other interest therein, together with the facilities and improvements located thereon, now or hereafter owned by the Corporation for the common use and enjoyment of the owners.
- d) Director shall refer to a duly elected member of the Board of Directors of the Peaceful Valley Country Club.
- e) Board of Directors or Board shall mean the Board of Directors of the Peaceful Valley Country Club
- f) Lot shall refer to any platted lot within the Plats of Peaceful Valley recorded in the office of the Auditor of Whatcom County.
- g) Majority shall mean those eligible votes, owners, or other groups as the context indicate totaling more than fifty percent of the total eligible number.
- h) Owner shall mean the record owner of a lot, whether one(1) or more person(s), corporation, partnership trust or any other legal entity, who holds free simple title, provided, however, that a contract purchaser or vendee on a real estate contract for purchase of a lot shall be deemed the owner for the purposes thereof
- i) Person shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.
- j) Wherever required by the context, words that import the singular shall include the plural and words that describe a male or female shall include both female and male as well as a Corporation.

ARTICLE II

CORPORATION: MEETINGS, QUORUM, VOTING

SECTION 1 PLACE OF MEETINGS

Place of Meeting shall be the principal office of the Corporation or such other suitable place convenient to the members as may be designated by the Board.

SECTION 2 ANNUAL AND SPECIAL MEETINGS

Commencing in 1995, the annual meetings shall be set as to occur on the second Sunday of November of each year, commencing at 1 p.m. The President shall have the authority to call special meetings of the Corporation. In addition, it shall be the duty of the President to call special meetings of the Corporation if so directed by two members of the board or upon receipt of a petition signed by 10% of the members entitled to vote. The petition shall specify the purpose of the special meeting and proposed motions. The meeting to be held within 60 days of the President's receipt of the petition.

SECTION 3 NOTICE OF MEETING OF MEMBERS

- a) It shall be the duty of the Secretary to mail or cause to be delivered to each member, at the address set forth in Corporation records, a notice of each annual meeting of the Corporation stating the date, time and place of such meeting. This notice shall call for any motions to be put before the meeting and shall include the official nomination form. This must be mailed not more than 50 days and not less than 40 days before the annual meeting.
- b) A second notice shall be mailed not less than 15 days before the annual meeting. This notice shall include an agenda containing all motions, nominations, budget information, and other pertinent items to be discussed.
- c) Notice of Special meetings of the Corporation shall be mailed not less than 30 days and no more than 35 days before the meeting.
- d) Notice required under these Bylaws shall be deemed served when deposited in the United States mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid. Additionally, notice of each annual or special meeting, shall be posted at the Corporation office.

SECTION 4 WAIVER OF NOTICE

Waiver of a meeting shall be deemed the equivalent of proper notice. Any members may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, in person, shall be deemed waiver by

such member of notice of meeting unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

SECTION 5 **QUORUM**

The presence of 10% of the members of the Corporation in good standing shall constitute a quorum at all meetings of the Corporation. Refer to Article 1 Section 3 (c), Article 2 Section 6 (a) in which multiple lot owners also represent multiple presence. Once a quorum is established at a meeting, a quorum shall be deemed to exist throughout the meeting regardless of whether a quorum shall cease to exist.

SECTION 6 **VOTING**

a) A member shall be entitled to one (1) vote for each lot which the member owns and is current in the payment of all annual dues, assessments, special assessments and any charges associated therewith, and any other charges or monies owed by the member to the Corporation.

b) If a lot is owned by two (2) or more persons, such owners shall designate one (1) person to cast the vote for each lot so owned. A corporation, partnership, trust or other legal entity which owns an interest in any lot must designate one (1) person to cast the vote for each lot owned. Each person who has the right to cast the one (1) vote for each lot owned shall be called the voting member.

The voting member is hereby designated as the proper party to receive Notices of meetings and other notices as provided hereunder. The Corporation may designate the voting member for each lot which has failed to designate a voting member on its behalf.

c) Voting for the election of Directors shall be by secret ballot. All other voting will be by voting cards, unless at the discretion of the majority of members, it may be by secret ballot.

d) All voting shall be done by members present at a member's meeting of the Corporation.

SECTION 7 **CONDUCT OF MEETINGS**

The President or their designee, shall preside over all meetings of the Corporation. The Secretary or their designee shall keep minutes of the meeting and record in the minute book. All resolutions adopted at the meeting as well as a record of all transactions adopted during the meeting. The latest edition of the Robert's Rules of Order shall govern the Corporation in all cases to which they are Applicable and in which they are not inconsistent with State Law or these Bylaws and any special rules of order or Resolutions the Corporations may Adopt.

ARTICLE III

BOARD OF DIRECTORS, COMPOSTION, MEETINGS, POWERS

A. COMPOSTION AND SELECTION

SECTION 1 NUMBERS OF DIRECTORS

a) The directors shall be five in number, elected for two year terms. With three elected one year and two elected the following year. If necessary, unfinished vacant terms may also be filled at the meeting to bring the board membership up to five. The highest majority votes will receive the two year terms for that year, the next highest majority votes receive the unfinished terms for that year.

b) Election of Members to the Board of Directors shall be held at the Annual Meeting or at a special meeting called for that purpose.

c) All Nominations for the Board of Directors must be delivered to the Office of P.V.C.C. by noon of the sixteenth (16th) day before the annual or special meeting on the form provided by P.V.C.C. They must be in a sealed envelope marked BOARD NOMINATION. It is the responsibility of The person nominated to ensure:

- 1) That he/she and all persons nominating are members in good standing.
- 2) That he/she satisfy all requirements of being a member of the board, including being bondable, and not in a conflict of interest as stated in these by-laws, only nominations meeting all of the above shall be allowed to stand for election to the Board of Directors.

d) In the event that one (1) or more Director's positions should permanently become vacant throughout a fiscal year, for any reason, the remaining Directors will advance in seniority and will assume the unexpired portion of the senior position as though they had been elected to such senior position.

SECTION 2 REMOVAL OF DIRECTORS

At any annual or special meeting of the Corporation duly called, any one (1) or more members of the Board may be removed with or without cause by 2/3 vote of the members present at the meeting, and a successor may then be elected to complete the term of office of the removed Director. A Director whose removal will be considered at an annual or special meeting shall be given written notice thereof in accordance with Article II Section 3 (a) of these Bylaws and be given an opportunity to be heard at the meeting.

SECTION 3 VACANCIES

If a Director resigns or otherwise ceases to be a member of the Board, excluding the removal of a Director as set forth in Section 2 above, the President, with approval of the Board, may appoint a successor who shall serve until the conclusion of the following annual meeting of the Corporation. All appointed Board members shall have full voting privileges.

SECTION 4 **REGULAR MEETINGS**

Regular meetings of the Board shall be held at the principal office of the Corporation or at such other suitable place at a time determined by the President. If such meetings are scheduled by the Board by resolution, notice of the prearranged schedule shall be given and no further notice need be given.

Alternately, at least 48 hours prior to each meeting, the Secretary or representative shall give each Board member notice of each meeting and shall provide public notice of the meeting, including the agenda, by posting the same at the Corporation's office.

SECTION 5 **SPECIAL MEETINGS**

Special meetings of the Board may be held when requested by the President or by any two (2) members of the Board. At least forty-eight hours prior to each meeting, the secretary or a representative shall give Board member notice of the meeting and shall provide public notice, including the agenda, by posting the same at the Corporation office.

SECTION 6 **WAIVER OF NOTICE**

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call of notice, if a) a quorum is present, or b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, and an approval of the minutes, or c) the business transactions and minutes of such meetings are tabled for discussion at the next full board meeting for approval or otherwise. The waiver of notice or consent need not specify the purpose of the meeting. Notice of meeting shall also be deemed given to any Director who attends the meeting without protesting, before or at its commencement, about the lack of adequate notice.

SECTION 7 **QUORUM OF THE BOARD**

At all meetings of the Board, a majority of the voting Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the voting Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

In exceptional circumstances (such as an emergency necessitating immediate action or

when inclement weather makes travel dangerous, etc.) which make it extremely difficult or impossible for quorum to be present, the President shall have the authority to allow the Board to conduct its meeting by means of a conference telephone or other communications equipment which allows all persons participating in the meeting to communicate with each other at the same time, so long as a quorum of Directors are present either in person or via communications equipment as specified herein. In all other instances, if any meeting cannot be held because a quorum is not physically present, a majority of the voting Directors of such meeting may adjourn the meeting to a time not less than five and no more than thirty days from the date hereof. When the meeting is reconvened, any business which might have been transacted at the original meeting may be transacted without further notice.

SECTION 8 **COMPENSATION**

No director shall receive any compensation from the Corporation except for the expenses approved by the majority of the Board in advance.

SECTION 9 **OPEN MEETINGS**

Board meetings shall be open to any member of the Corporation in good standing unless a majority of the voting Directors call for a meeting in Executive Session to consider issues involving personnel, contracts or litigation. All actions and decisions must happen at open meetings or special meetings. Unless otherwise provided herein, all meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberations unless expressly authorized by the Board.

SECTION 10 **CONDUCT OF MEETING**

The President or their designee shall preside over all meetings of the Corporation. The Secretary shall keep minutes of the meeting and record in the Minute Book all resolutions adopted at the meeting as well as a record of all transactions adopted during the meeting. The latest edition of the Robert's Rules of Order Newly Revised shall govern the conduct of all Board Meetings when not in conflict with these By-laws. Meetings of Board meetings, after approval shall be posted at the clubhouse and on the bulletin boards at the entrances to Division 1 and 2.

SECTION 11 **INCREASING THE NUMBER OF DIRECTORS**

The number of Directors on the Board may be increased by a majority vote of the general membership at an annual meeting or at a special meeting called for that purpose.

SECTION 12 **POWERS**

a) In addition to the duties imposed by these Bylaws or by any resolution of the Corporation that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for, the following in way of explanation but not limitation: To prepare and submit to the Membership at each annual meeting, or special meeting called for that purpose, a proposed budget of the Corporation for the ensuing term of the fiscal year. Such proposed budget may be changed by a vote of a 2/3rd majority of the Membership at an annual or special meeting of the members present at such meeting. The Directors shall not expend more than the allocation of funds provided for therein, provided, however if the Directors unanimously determine a bonafide emergency exist they may make additional expenditures as they deem necessary to meet such emergencies. The budget and the dues structure may be increased with the approval of the majority of membership voting at a special meeting. In the event the budget or dues structure, for any reason, is not approved, the previous budget and dues structure shall stand until replaced by a new budget and/or dues structure.

b) Establishing annual dues and any assessments necessary to defray the common expenses as authorized in Section IV (b) of the covenants of the plat of the development, establishing the means and methods of collecting such assessments, establishing the period of the installment payments of the annual dues. Unless otherwise determined by the Board of Directors, the annual dues against the proportionate share of the common expenses shall be payable in semi-annual installment.

c) Providing for the operation, care, upkeep and maintenance of all the areas of common responsibility.

d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation repair and replacement of the Corporation's property and the area of common responsibility and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Corporation.

f) Making and amending rules and regulations.

g) Opening of bank accounts of the Corporation and designating the signatories as required by the bank concerned.

h) Making or contracting for the making of repairs, additions and improvements to or alterations of the common area buildings, equipment and physical assets in accordance with other provisions of the Covenants and these By-laws after damage or destruction by fire or other casualty.

i) Enforcing the provision of the Covenants, these By-laws and rules and regulations by it, and prosecuting and defending any proceedings which may be instituted on behalf

of or against the Lot Owners concerning the Corporation, or the Corporation.

j) Obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof.

k) Paying the cost of all services rendered to the Corporation or its members and not chargeable to Lot Owners the entries thereupon shall be available for examination by the members, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the members. All books and records shall be kept in accordance with generally accepted accounting practices. Any written request to examine the books shall be complied with within 14 days.

l) The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 13 **FISCAL YEAR ANNUAL DUES AND** **ASSESSMENTS & SPECIAL ASSESSMENTS**

a) The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

b) Dues become due and payable on the first day of January in each year and shall be a lien against an owner's lot until paid in full. Payments may be made in two equal payments, the first half or all on or before January 30th and the second on or before July 30th in each year. Dues of a new member shall be prorated from the first day of the month following eligibility as a member for the balance of the fiscal year of the Corporation.

c) A member is personally obligated to pay all annual dues, assessments, and special assessments accruing on a lot during the tenure of the member's ownership thereof. A member is also personally liable for the payment of interest accruing on any unpaid annual dues, assessments, and special assessments, together with court costs, attorney's fees, lien filing fees and other reasonable costs of collection. In the event of delinquency, the entire amount of any unpaid annual dues, assessments, special assessments, interest, attorney's fees, lien filing fees, and other reasonable costs, collected from the member, his/her heirs, successors and assigns.

d) Suspension of membership due to nonpayment of annual dues, assessments, special assessments, or any charges associated therewith, and/or termination of membership due to transfer of title to the real property to which said membership is appurtenant shall not constitute a release from the personal obligation to pay such annual dues, assessment, special assessments, or any charges associated therewith.

Commencing October 1, 1995, the accounting year of the Corporation shall begin on the first day of October and shall end on the last day of September of each year.

SECTION 14 **USE FEES**

Use fees may be levied against members in amounts to be determined by the Board for services which benefit specific members, including fees for use of amenities or facilities, recreational fees, trash service fees and other special fees. Such fees may be levied against those members determined by the Board to benefit from or otherwise take advantage of the services or benefits so provided.

SECTION 15 **USE RIGHTS**

The Board may grant other use rights, upon the payment of such charges as it deems appropriate, to persons who are not members of the Corporation. Such use rights shall be subject to the Restrictive Covenants, these By-laws and any Rules or Regulations or other use restrictions promulgated by the Corporation, or the Board, but such rights shall not include any voting privileges.

SECTION 16 **FINES AND PENALTIES**

a) Any member or members who own any lot upon which any violation, or violations of the building restrictions of the Covenants, or the guidelines of the Architectural Control Committee, are violated shall first be given a warning letter stating the alleged violation and demanding that said alleged violation be remedied forthwith, and if not so remedied within thirty (30) days, then a fine of one hundred (\$100) dollars shall be imposed, further, if the violation is not corrected within the next thirty (30) day period then a fine of an accumulative total six hundred (\$600) dollars shall be imposed.

b) The above mentioned penalties are not to be applied retroactively, however, as the majority of members wish the covenants, by-laws, rules and regulations and the decisions of the Architectural Control Committee to be enforced; therefore from the acceptance of these By-laws forward these Covenants, By-laws, rules and regulations and decision of the Architectural Control Committee will be strictly enforced and penalties as outlined in the section 16 (a) above.

SECTION 17 **CONFLICT OF INTEREST**

No member of the Board of Directors may be involved in any business dealing between the Board and themselves, a member of their family or any company they have an interest in or any business partners. However, the Board may for a specific, one time only purpose, allow a conflict of interest to occur provided that the Board member involved not be allowed to enter into any debate or voting on this matter. No lot owner or co-owner may serve on the board at the same time.

ARTICLE IV

Officer Requirements

SECTION 1 OFFICERS

The President, Vice President, Secretary and Treasurer shall be elected from the Board of Directors any two (2) or more offices may be held by the same person except the office of President. The Board may elect or appoint such other non-voting officers as it deems necessary, such officers to have the authority to perform duties as prescribed by the Board and the applicable laws of the State of Washington.

SECTION 2 ELECTION, TERM OF OFFICE

The officers of the Corporation shall be elected annually by a majority vote of the Board at the organizational meeting of the Board following each annual meeting of the membership.

SECTION 3 PRESIDENT

The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He/she shall preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors had authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be considered a member of the assembly; He/She has the right to vote, make motions, speak in debate and to vote on all questions per Robert's Rules of Order.

SECTION 4 VICE PRESIDENT

In the absence of the President or in the event of his/her inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their elections) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to the restrictions upon the President.

Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 5 **SECRETARY**

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 6 **TREASURER**

The Treasurer shall have the responsibility for the Corporation's fund and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable affects in the name of the Corporation in such depositories as may be designated by the Board. All checks shall require two (2) signatures. The Treasurer shall cause an annual audited financial statement to be available to the Corporation.

SECTION 7 **Officer Requirements**

The President, Vice-President and Treasurer and all employees who have access to the Corporation's money, bank account, securities or other financial assets of the Corporation, shall be bondable.

SECTION 8 **Legal Document Requirements**

All agreements, contracts, deeds, licenses, and other instruments of the association shall be executed by at least two (2) officers or by such other person(s) including managing agents, as may be designated by the Board of Directors.

ARTICLE V

COMMITTEES

SECTION 1 **GENERAL**

The Board is authorized to organize committees to perform tasks and to serve for such periods as the Board may, by Corporation, specify. Committees shall perform the specific duties as provided in the Corporation adopted by the Board. Subject to approval

of the Board, each committee shall adopt its own rules or procedure; provided that (a) a minimum of four (4) meetings shall be held each year, (b) notice of each meeting shall be posted, (c) no business shall be conducted with less than a quorum of the appointed voting members present, and d) minutes of each meeting shall be filed with the Secretary of the Board. The members of these Committees shall be members in good standing throughout the term of office and shall be appointed by the Board except as otherwise provided herein.

ARTICLE VI

SECTION 1 MISCELLANEOUS

These By-laws may be altered amended or repealed by a majority of 2/3 of members present at an annual meeting or special meeting duly called for that purpose.

In witness whereof, the undersigned, being all of the Board of Directors of Peaceful Valley Country Club has caused these By-laws to be executed and sealed on this _____ day of _____.

