

1 **BYLAWS OF THE ROCKY POINT COMMUNITY CLUB**

2 Ver. 2026

3 PREAMBLE

4 Rocky Point Community Club Inc. is a non-profit corporation operated in and
5 under the Laws of the State of Washington holding a Class A water System
6 license #04629-6 and is governed by the Laws of the State of Washington,
7 Washington Utilities Commission, Washington State Department of Health,
8 Island County, and Island Count)'. Health Department Laws, Rules,
9 Regulations and Policy adopted by these agencies, and the Community
10 Covenants and Restrictions.

11 ARTICLE I - Membership

12 Section 1 Membership in the club shall be evidenced by the record of
13 membership as kept by the Secretary.

14 Section 2 The owner of each lot or tract of real property which is situated in
15 the Rocky Point plats, described in Rocky Point Community Club Covenants
16 and Restrictions, shall be a member of an association of property owners
17 known as the Rocky Point Community Club (RPCC), a non-profit corporation
18 as defined in the Declaration of Covenants and Restrictions for Rocky Point
19 Tracts (CC&Rs). Refusal or neglect to sign membership upon purchase of
20 property does not negate inclusion in membership in RPCC nor the
21 responsibility of abiding by the Covenants and Restrictions and Bylaws and all
22 amendments of all documents binding in RPCC.

23 Section 3 Membership Meetings:

24 Section 3 (a): The annual meeting of the club shall be held on the
25 fourth Saturday of April and shall be such hour and place as the
26 President shall prescribe. A minimum thirty (30) days written notice
27 prior to the annual meeting shall be given by the Secretary to all
28 members and will include absentee ballots when applicable, agenda,
29 and full texts of items to be voted upon. Absentee ballots must be

30 and full texts of items to be voted upon. Absentee ballots must be
31 returned to the RPCC Secretary on or before the date of the meeting to
32 be valid.

33 Section 3 (b): All membership and directors' meetings shall be
34 guided by parliamentary procedures as provided by the modern edition
35 of Roberts Rules of Order. The order of business at all meetings will be:

- 36 1. Call to order by President or Moderator
- 37 2. At least fifteen minutes set aside for member comments, each
38 member can be limited to no less than 90 seconds per member. RCW
39 64.90.445
- 40 2. Reading of minutes
- 41 3. Report of Officers
- 42 4. Report of Committees
- 43 5. Unfinished business
- 44 6. New business, the Board will specify in the agenda any matters
45 upon which a vote will be taken.
- 46 7. Elections, if required
- 47 8 Any other such matters as required by RCW 64.90
- 48 9. Adjournment

49
50 Section 3 (c).: Those members personally present at annual or
51 special meetings representing twenty percent (20%) of the members of
52 the corporation shall constitute a quorum.

53 Section 3 (d).: Special meetings of the membership may be called at
54 any time by the President or a majority of the Board or a legal majority
55 (10%) of the membership. A minimum of fifteen (15) days written notice
56 of all special meetings, specifically setting forth the business to be
57 addressed at the meeting shall be provided by the Secretary to all
58 members prior to the meeting.

59 Section 4 The members of the club shall be entitled to a water service
60 connection as a benefit of membership, at such cost and under such terms
61 and conditions as these Bylaws and Amendments thereto provide and under
62 such regulations as promulgated by the directors of RPCC, PROVIDED that

63 members conform to all provisions of the CC&R's, Bylaws, amendments and
64 policies of Rocky Point Community Club. Non-conformance will result in
65 suspension of water service until conformance is re-established, until January
66 1, 2028 when it will no longer be "lawful" to terminate a member's water for
67 non-conformance.

68 Section 5 Members membership is conditioned upon payment of annual
69 dues, current delinquent charges, transfer fees, and assessments imposed
70 by RPCC

71 Section 6 Owners of two or more lots or tracts who join said properties
72 together through such process as allowed by Island County, so as to
73 constitute one parcel, and who thus benefit from reduced charges and
74 assessments, will, upon a subsequent separation of said parcels (by sale of
75 one parcel or otherwise), be liable for all past charges and assessments which
76 were so avoided during the time that said parcels were joined as one, for the
77 purpose of computing dues and assessments. Two or more lots lawfully
78 combined through Island County, are entitled to only one voting membership.
79 Combination of Lots for purposes of Island County tax assessment shall not
80 constitute a combination of lots for purposes of the CC&Rs, Bylaws, and
81 governing documents of RPCC.

82 Section 7 In case any member ceases to own or be entitled to possession of
83 property by real estate contract. his/her transfer of membership shall not
84 discharge any existing liens against such real estate or future charges and
85 assessments. The transfer of a membership in the club for any reason shall
86 terminate the transferee's complete interest in the club as well as any assets
87 or any property interest therein. A transfer of such membership shall not
88 entitle such former member to any repayment or compensation whatsoever.

89 ARTICLE II - Board of Directors

90 Section 1 The Board of Directors shall transact any and all business of the
91 Corporation. The Board shall have the power to amend these Bylaws, subject
92 to the approval and ratification of the membership at the next annual meeting.

93 Section 1 (a): Bylaw changes will become effective only after
94 majority approval by the membership at an annual or special meeting.

95 Section 1 (b): The Board of Directors shall be accountable to the
96 RPCC membership, and no action taken by the Board shall conflict with
97 action or voting directed by the membership.

98 Section 2 The Board of Directors shall consist of at least four (4) but no more
99 than eight (8) members to serve a term of two (2) years each.

100 Section 3 Four directors shall be elected at each annual meeting. The
101 elections of Directors for those present shall be by voice vote the result of
102 which will be recorded by the Secretary in the meeting minutes, unless a
103 written ballot is requested by a simple majority of members present.

104 Section 3 (a): Absent members may use an absentee ballot if and
105 when they are issued. Absentee ballots must be signed and dated by the
106 person using them and received by the secretary by mail to the RPCC
107 Secretary seven (7) days prior to the meeting date. Absentee ballots are
108 valid only for a single meeting. Absentee ballots will be included in the
109 members notice of membership meeting, which will identify the
110 subject(s) to be voted upon. Blanket or election proxies shall never be
111 granted.

112 Section 3 (b.): Each membership shall be entitled to one (1) vote.
113 Where more than one person, such as husband and wife, a partnership,
114 or other group own property, such group, couple or persons shall be
115 entitled to one (1) vote for each membership. .

116 Section 4 Any Director may be removed by vote of a majority of the
117 members at a regular or special meeting called for that purpose, and upon
118 such removal, a vote of the members at said meeting may at once be taken to
119 fill such a vacancy. Any member requesting removal of a Director shall do so
120 in writing no less than 45 days before the annual meeting so that such motion
121 to remove the Director may be placed upon the agenda and any absentee
122 ballots.

123 Section 5 Board of Directors Meetings:

124 Section 5 (a).: The Board of Directors shall meet immediately
125 following the annual meeting of members for the election of officers.

126 Section 5 (b): Regular Board of Directors meetings will be at such
127 times and places as the Board shall designate and announce and may
128 be attended by RPCC members except when the Board calls for an
129 Executive session. .

130 Section 5 (c): A majority of Directors shall be required to transact
131 business by the Board.

132 Section 5 (d): Special meetings of the Board may be called at any
133 time by the President on 48 hours notice. Special meetings may also be
134 called by any five (5) members of the Board on 48 hours notice. Provided
135 reasonable notice be given to the Members of the special meeting.
136 What is reasonable is dependent on the situation of the special
137 meeting.

138 Section 5 (e): A nominating committee will be established annually
139 by the Board consisting of five (5) members: two (2) from the outgoing
140 Board and three (3) elected from the general membership to find
141 candidates for next year's board.

142 Section 6 In case any Director shall die during his or her term of office,
143 resign, become disqualified or removed from office, or for any other reason be
144 removed, the remaining Directors may appoint a Director to serve until the
145 next regular annual meeting, at which time a replacement will be elected to
146 serve the balance of the un-expired term.

147 Section 7 The Board shall make and enforce reasonable rules and
148 regulations governing the operation of club property, operation of any other
149 authorized club activities and the operation of the water system as follows:

150 a. Ensure adequate quantity and quality of water to residents of
151 Rocky Point Tracts.

152 b. Present projections for anticipated water usages.

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ARTICLE III - Officers

155 Section 1 The officers of the corporation shall consist of a President, Vice
156 President, Secretary, Treasurer, and up to four (4) General Directors. Each of
157 said officers shall be a Director elected annually by the Board of Directors All
158 Board members shall be insured against personal lawsuits by the
159 corporation.

160 Section 2 If any office is not filled as provided in these Bylaws, or becomes
161 vacant by reason of death, resignation, disqualification, removal from office or
162 any other reason, the Board may fill the vacancy..

163 Section 3 The President shall preside at all meetings of the corporation and
164 shall be Chairman of the Board of Directors. He/she shall be the executive
165 officer of the corporation and shall perform all duties pertaining to such
166 executive office as described in RCW 64.90 and RCW

167 Section 4 In the absence of the President, the Vice President shall perform
168 the duties and have the authority of the President, and shall perform such
169 other duties as may be presented by the Board of Directors.

170 Section 5 The Secretary shall keep the minutes of the meeting of the
171 corporation and of the Board of Directors, shall have custody of corporation
172 records and membership book and shall perform all other such duties as are
173 reasonable and incidental to the office of Secretary, and from time to time as
174 directed by the President or the Board of Directors.

175 Section 6 The Treasurer shall have charge of the funds and accounts of the
176 club, subject to the direction of the Board of Directors and the President.
177 He/she shall cause the books of account to adequately set for the fiscal
178 status and operation of the club and shall render statements in such form as
179 the Board of Directors and the President shall from time to time require, and
180 perform such other duties incidental to the office of the Treasurer. He/she
181 shall insure the deposit of club funds in its name in a bank designated by the

182 Board. The Treasurer need not physically perform the above duties but may
183 delegate the work to a licensed and bonded accountant or bookkeeper
184 subject to the approval of the Board.

185 Section 7 No Director shall be paid a salary or shall receive any
186 compensation for services provided. All Directors are entitled to
187 reimbursement for out-of-pocket expenses incurred during the course of
188 business of the club, provided further that such reimbursement shall only be
189 by advance resolution of the Board of Directors.

190 ARTICLE IV - Finances

191 Section 1 The fiscal year of the corporation shall end on the last day of
192 December of each year, and all annual financial statements and reports shall
193 be made so as to include the termination of the last day of such fiscal year.

194 Section 2 Except for expenses incurred in the normal operation of the club,
195 no financial obligation or debt shall be incurred by the corporation except by
196 resolution of the Board of Directors.

197 Section 3 All notes, checks or other evidences of indebtedness of the
198 corporation shall be signed by any two bank authorized Directors of the
199 corporation.

200 Section 4 An examining committee will be appointed by the Board of
201 Directors to annually examine the Treasurer's books and report their findings
202 to the members at the annual meeting. The Treasurer shall be present to
203 present papers and answer questions only. No member of the Board shall be
204 part of the examining committee.

205 Section 5 All service or construction estimated to cost in excess of twenty-
206 five thousand dollars (\$25,000) per project shall be presented to the
207 membership in the budget or at the annual or a special meeting and shall be
208 approved or disapproved at that time. No money may be spent in excess of
209 that approved for the project or service without member approval.

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211 ARTICLE V - Dues, Charges, Assessments, and Manner of Collection and
212 Enforcement

213 Section 1 The expense of operating, maintaining and replacing the water
214 system owned by RPCC, together with the costs of any additions thereto
215 authorized by RPCC, shall be paid by the membership in accordance with
216 Section 3 of this Article 5; and if such dues, charges, and assessments are
217 insufficient, they shall be raised by means of assessments imposed by the
218 Board, in the amount and manner hereinafter provided.

219 Section 2 As soon as water shall become available in a distribution main
220 adjacent to and serving any platted lot or building site, and upon notice of the
221 availability of the same being given in writing to the member, such member
222 shall thereupon be obligated to pay, and thereafter an annual charge shall
223 accrue, in accordance with the rates which shall be established by the Board
224 of Directors.

225 Section 3 The amount of funds collected by reason of the aforementioned
226 charges shall be:

- 227 a. First applied towards the costs of operation, maintenance, and
228 repair of the water system;
- 229 b. Second, to pay the costs of any additional water lines, pressure
230 tanks, or appurtenances to the water system;
- 231 c. Third, to apply toward a reasonable reserve fund to provide for the
232 future capital costs of the system and such other reasonably
233 foreseeable expenses as the club may likely incur regardless of
234 whether or not a reserve study has been conducted.

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236 In the event the financial condition of the club is such that the funds held in
237 reserve are sufficient to pay the cost of a total well and water system
238 replacement then , the Board of Directors by resolution shall reduce the
239 charges made to the members for the water service.

241 Section 4 In the event that the receipts of annual charges to the
242 membership shall be insufficient to pay for the operation, maintenance, and
243 replacement of the water system or such additions authorized by the
244 corporation, the Board of Directors may levy assessments against the
245 membership in such amount as shall be reasonably necessary to pay for such
246 costs of operation, maintenance, and replacements or additions. The
247 assessments shall be charged equitably and ratably to the members in
248 accordance with the number of platted lots owned by them. Assessments
249 may be levied successively if the same is warranted by the financial condition
250 of the club.

251 Section 5 Annual charges and all assessments levied against members
252 shall become and remain a lien upon the said member's associated real
253 property until the same are paid. The Board of Directors may authorize the
254 filing of a lien against said real property with the Island County Auditor's
255 Office. No membership shall be transferred until all delinquent and current
256 charges and assessments have been paid in full. The lien for unpaid, dues,
257 charges, fines, and/or assessments shall include all reasonable attorney fee
258 associated with the creation and filing of a lien.

259 Section 6 The annual charges per lot after the availability of the water
260 connection to members real property shall be payable in advance on the first
261 day of January. The same shall be delinquent if not paid before March 31,
262 imposing a fifty dollar (\$50.00) late fee. Unpaid balances after June 30th are
263 subject to an additional \$50 per month fee until paid. Any account with a
264 balance outstanding after June 30 will be subject to membership suspension,
265 including but not limited to water termination, and a disconnect and
266 reconnect fee, until January 1, 2028 at which time the water connection will
267 not be terminated but a flow restrictor may be installed reducing the flow of
268 water to 50% of its normal volume, additional and removal of the flow
269 restrictor shall also be subject to a fee as determined by the Board of
270 Directors.

271 Section 7 Assessments shall be due and payable within thirty (30) days after
272 notice thereof being mailed to the member at the address listed upon the
273 corporation books, and such assessment shall become delinquent if not paid
274 within sixty (60) days after the date of such notice has been mailed. In the
275 event a member is unable to pay the full assessment the member shall write
276 to the Board to request an alternate payment schedule, which the Board in
277 their sole discretion may grant.

278 Section 8 All payments on account by delinquent members shall be
279 credited toward payment of the charges or assessments first becoming due.

280 Section 9 The Board of Directors shall have the authority to place a lien for
281 the amount of unpaid water services after any charge or assessment has been
282 delinquent for sixty (60) days.

283 Section 10 An operable water meter, shut-off valve and anti-siphon valve
284 (back flow check valve) of a type approved by the corporation is required and
285 will be maintained for all residences and developed lots with water service.
286 Repair of meters/shut-off valves is the responsibility of the RPCC. All water
287 service connections or repairs to meters or shut-off valves shall be made
288 under the supervision and control of RPCC.

289 The cost of initial water service connections including the cost of the meter,
290 shut-off valve, back flow control valve, required hardware and labor shall be
291 paid in advance to RPCC. Pro-rata annual water charges will be effective the
292 month following connection. The Board of Directors may fix water rates for use
293 of water in excess of normal domestic requirements. This may include annual
294 charges or any special levies for use of water in excess of normal domestic
295 requirements after two (2) written misuse complaints and any other levies
296 issued by the Board

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298 In addition to the annual fee for water usage, the following fee schedule
299 applies to all home owners:

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317 filing. Further, the property owner will be responsible for all legal fees incurred
318 by RPCC in the lien action collection, and the possible foreclosure. RPCC will
319 not be held responsible in any action brought by the property owner from this
320 action while not in conformance with the CC&Rs. Further, it is adjudged that
321 the property owner in question has a reasonable time, thirty (30) days after
322 notification, to conform to the present CC&Rs or make appropriate contact
323 with the Board of Directors of RPCC to resolve the violation in question.

324 Section 3 In keeping with Declaration of Covenants and Restrictions for
325 Rocky Point Tracts, Section 4. Exclusive Residential Use, all members/owners
326 of homes within RPCC are prohibited from any and all forms of short term
327 renting a portion of their home including but not limited to a “bed and
328 breakfast”. Long term leasing (one year or longer) of RPCC homes is permitted
329 provided that a copy of the lease agreement is provided to the RPCC Secretary
330 prior to occupancy by the tenant. Single family residential occupancy, the
331 family may include 2 or more persons related by blood, marriage, adoption or
332 similar legal relationship or a group of not more than 6 persons who need not
333 be related, plus domestic staff employed for services on the premises living
334 together as a single housekeeping unit in one dwelling unit. No residential
335 structure shall be partitioned or otherwise divided so as to create separate
336 self-contained living spaces. All residences of a given home should have
337 access to the entire residential structure. Any such partitions or divisions shall
338 be presumed by the Board to be the creation of a separate residential unit,
339 and as such prohibited. The member accused of creating such partition or
340 division may present evidence contrary to the presumption and the Board will
341 consider such evidence on a case by case basis.

342 Section 4 Grievances arising between a member or members and the Board
343 of Directors of Rocky Point Community Club with respect to the interpretation
344 or application of Bylaws and/or the Declaration of Covenants and
345 Restrictions, shall be settled according to the following processes:

346 Section 4 (a): For this Section 4 to apply, all grievances must be
347 filed within thirty (30) calendar days of the occurrence or knowledge of

348 the occurrence. If the grievance is filed outside the thirty (30) day limit
349 then the grieved member may pursue the matter individually in a court
350 of law and equity against any other member, but any grievance against
351 RPCC will be deemed waived.

352 Section 4 (b): The grieved member or members must file with the
353 Board of Directors a statement of the grievance (s) in writing, which will
354 contain the following:

- 355 1. The detailed fact upon which the grievance is based;
- 356 2. Reference to each article and section of the Bylaws and/or
357 Covenants and Restrictions to have been violated;
- 358 3. The remedy sought;
- 359 4. Dates the grieved member is able to set a meeting to
360 discuss possible resolutions.

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362 Section 4 (c): If no resolution can be reached between the
363 members and the Board of Directors, either party may request of the
364 other parties, in writing, that the grievance goes to arbitration. If the
365 grievance is submitted to arbitration, the question shall be produced in
366 writing and an arbitrator shall be chosen utilizing the following method:

- 367 1. An arbitrator will be selected from a list of five attorneys
368 practicing with no less than 10 years and experienced in real
369 estate litigation in Island or Skagit County willing to arbitrate
370 the matter. The member or members and the Board of
371 Directors will delete names from the list alternately;
- 372 2. The last name remaining shall be the arbitrator.

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374 Section 4 (d): The fees and expenses of the chosen arbitrator shall
375 be shared equally by the member(s) and/or RPCC (if RPCC is part of
376 the grievance). All other expenses including attorney's fees and costs
377 shall be borne by the party that incurs them.

378 Section 4 (e): The decision of the arbitrator, rendered in accordance
379 with the By-laws and Covenants and Restrictions, shall be final and
380 binding on all parties. The arbitrator shall not have jurisdiction or
381 authority to:

- 382 1. Add to or subtract from or in any way change the provisions
383 of RPCC Bylaws or Covenants and Restrictions;
- 384 2. Assume any responsibility of the Board of Directors of
385 RPCC.

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387 Section 5 Arbitration

388 Section 5(a): In the Hearing Procedure:

389 1. The Member(s) and/or the Board agree to provide each other with
390 any relevant information at least twenty (20) days prior to the hearing
391 date. The arbitrator shall have the authority to order the production of
392 any relevant information or documents. The arbitrator shall also have
393 the authority to grant the relief requested in the arbitration hearing
394 against any party failing to produce information or to postpone the
395 hearing until the information is produced.

396 2. No attorneys, other than the Arbitrator, shall be allowed to be
397 present at the arbitration unless they are called as a witness.

398 3. Each party will be limited to a maximum of one (1) hour of
399 presentation time. This includes an opening statement, direct, cross-
400 examination, redirect and re-cross of witnesses and any summation or
401 oral argument.

402 4. No written briefs may be filed.

403 5. No transcripts will be taken.

404 6. The hearing shall be conducted without formal rules of evidence.

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406 Section 5 (b): Decisions and Effect:

407 Decisions will be rendered in writing by the arbitrator at the close of the
408 hearing, if possible, but in any event, no later than five (5) working days
409 after the close of the hearing. The arbitrator's decision will be final and
410 binding upon the parties only. The arbitrator's decision will have no
411 effect or precedence on future events, occurrences, or disputes.

412 Section 6 Concerning Violations and Non-Compliance:

413 RPCC, after consultation with counsel, will only enforce provisions contained
414 within the 1982 Corrected Declaration of Covenants and Restrictions for
415 Rocky Point Tracts filed under Island County Auditor's File No. 394203. No
416 records have been found supporting the fact the 1992 Amendments or the
417 2002 Amendments were passed by 75% of the members. Paragraph 18 of the
418 1982 Declaration states enforcement may be instituted by RPCC by
419 proceedings in law or in equity. RPCC, in order to avoid the costs and expense
420 of litigation in court or time and expense the Board will attempt to resolve any
421 disputes. If the dispute cannot be resolved then the proceedings for resolution
422 shall be as described in Section 3 above.

423 ARTICLE VII - Notices

424 (1) Notice to the association, board, or any owner or occupant of a unit under
425 this chapter must be provided in the form of a record.

426 (2) Notice provided in a tangible medium may be transmitted by mail, private
427 carrier, or personal delivery; or telephone, wire, or wireless equipment that
428 transmits a facsimile of the notice.

429 (a) Notice in a tangible medium to an association may be addressed to
430 the association's registered agent at its registered office, to the association at
431 its principal office shown in its most recent annual report or provided by
432 notice to the unit owners, or to the president or secretary of the association at
433 the address shown in the association's most recent annual report or provided
434 by notice to the unit owners.

435 (b) Notice in a tangible medium to a unit owner or occupant must be
436 addressed to the unit address unless the unit owner or occupant has
437 requested, in a record delivered to the association, that notices be sent to an
438 alternate address or by other method allowed by this section and the
439 governing documents.

440 (3) Notice may be provided in an electronic transmission as follows:

441 (a) Notice to unit owners or board members by electronic transmission
442 is effective only upon unit owners and board members who have consented,
443 in the form of a record, to receive electronically transmitted notices under this
444 chapter and have designated in the consent the address, location, or system
445 to which such notices may be electronically transmitted, provided that such
446 notice otherwise complies with any other requirements of this chapter and
447 applicable law. An owner's consent under this subsection (3)(a), and any
448 other notice in the form of a record delivered to the association from time to
449 time, may indicate whether the owner elects to keep the owner's electronic
450 address confidential and exempt from disclosure by the association pursuant
451 to RCW 64.90.495(2). Failure to deliver such notice permits disclosure by the
452 association.

453 (b) Notice to unit owners or board members under this subsection
454 includes material that this chapter or the governing documents requires or
455 permits to accompany the notice.

456 (c) A unit owner or board member who has consented to receipt of
457 electronically transmitted notices may revoke this consent by delivering a
458 revocation to the association in the form of a record.

459 (d) The consent of any unit owner or board member is revoked if: The
460 association is unable to electronically transmit two consecutive notices given
461 by the association in accordance with the consent, and this inability becomes
462 known to the secretary of the association or any other person responsible for
463 giving the notice. The inadvertent failure by the association to treat this
464 inability as a revocation does not invalidate any meeting or other action.

465 (e) Notice to unit owners or board members who have consented to
466 receipt of electronically transmitted notices may be provided by posting the
467 notice on an electronic network and delivering to the unit owner or board
468 member a separate record of the posting, together with comprehensible
469 instructions regarding how to obtain access to the posting on the electronic
470 network.

471 (f) Notice to an association in an electronic transmission is effective
472 only with respect to an association that has designated in a record an
473 address, location, or system to which the notices may be electronically
474 transmitted.

475 (4) Notice may be given by any other method reasonably calculated to provide
476 notice to the recipient.

477 (5) Notice is effective as follows:

478 (a) Notice provided in a tangible medium is effective as of the date of
479 hand delivery, deposit with the carrier, or when sent by fax.

480 (b) Notice provided in an electronic transmission is effective as of the
481 date it:

482 (i) Is electronically transmitted to an address, location, or system
483 designated by the recipient for that purpose; or

484 (ii) Has been posted on an electronic network and a separate
485 record of the posting has been sent to the recipient containing
486 instructions regarding how to obtain access to the posting on the
487 electronic network.

488 ARTICLE VIII – Conflict of Provisions

489 In the event these Bylaws conflict with the RCW 64.90 et. seq., or the
490 Declaration of Covenants and Restrictions of Rocky Point Community Tracts
491 then RCW 64.90 et. seq and/or the Declaration of Covenants and Restrictions
492 shall control.

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ARTICLE IX – Definitions

The Board, or Arbitrator, is guided by the following definitions intended to create clarity in enforcement and expectations of compliance with the Declaration of Covenants and Restrictions:

Definitions regarding building size and type are those definitions as adopted by Island County. These definitions are meant to be supplemental to those definitions under state law and Island County Code

Family – an individual or group of individuals with such familiarity and relationship they share the same living space without restrictions on portions of living spaces in which each individual may occupy.

Portable or wheeled living accommodation – A “portable” home includes Manufactured home, mobile home, modular dwelling, relocated dwelling structure, and prefabricated home. A wheeled living accommodation would include a tiny home built on a trailer, recreational vehicle, or other such mobile living accommodation. Residential houses built on a foundation with appropriate framing and stick built construction are not portable or wheeled living accommodations.

Grievance – a circumstance or condition thought to be unjust and ground for complaint whether real or imagined.

Hedge – row of closely planted trees, bushes, natural vegetation, where the branches interlock in such a fashion as to form a barrier or fence when such row is placed upon or close to the boundary of any property.

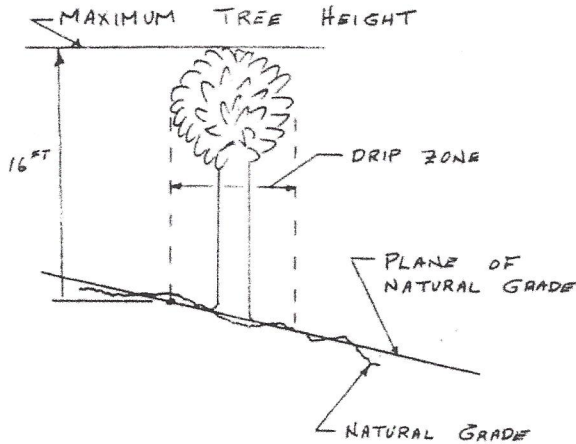
Improved – to have made land more valuable, to increase in value.

Unimproved – not bettered as by planting, buildings, etc. not turned to advantage.

Vacant – unused, unoccupied

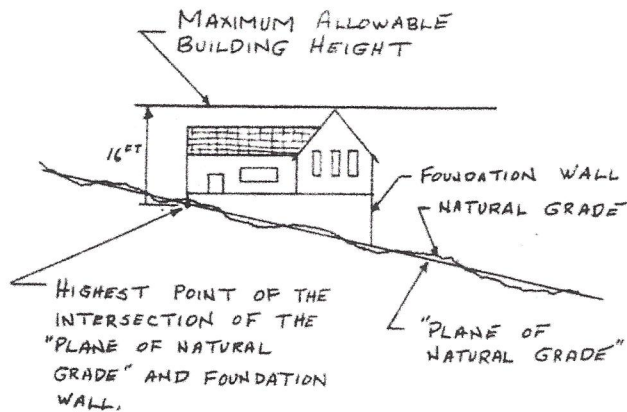
Variance – When with the Board of RPCC to create a change, discrepancy or divergence from the normal interpretations and provisions.

521 Height Determination – The measurement from the highest grade of within the
522 drip zone of any tree, bush, plant, shrub or other such vegetation or the
523 highest grade within the property boundary for man made structures.



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527 CERTIFICATION:

528 I, the undersigned, do hereby certify under penalty of perjury under the laws of
529 the State of Washington, that I am the elected and acting secretary of the
530 Rocky Point Community Club, a Washington Non-profit Corporation, and that
531 the foregoing Bylaws constitute the Bylaws adopted at a meeting of the
532 members on 2 day of May, 2026. A quorum of members was present
533 at the meeting. A vote was held and the following is the official vote tally: 47
534 voted for the changes and 2 voted against.

535 Signed this 25 day of May, 2026.

536

537 Henry Abelo, secretary.

538 Affirmed:

539 [Signature], president

540