

# **STILLAGUAMISH COUNTRY CLUB**

*Established 1924*

## **STANDING RULES**

Revised July 23, 2023

### **Lot Lines**

1. Lot lines must be established and agreed to by all abutting members before demolition of improvements, building a new structure, making additions to improvements or sale of improvements may occur. Disagreements will be arbitrated by the Board of Trustees.

### **Building Guidelines**

2. Starting in 2023, members are required to follow building guidelines: A cabin may have a maximum ground-level footprint of 1,600 square feet. The cabin footprint plus the footprints of the outbuildings cannot exceed a total of 2,500 square feet. Members must limit structures to 30 feet tall (two stories) and observe county setbacks.

3. Prior to embarking on a building project—whether new construction or an addition to an existing structure—the member shall alert all abutting neighbors as a matter of courtesy.

4. For building projects that exceed 400 square feet at ground level, the member shall also submit a brief proposal to the Board for review. The proposal will contain a project description stating its ground-level square footage and height, plus a diagram showing the new construction in relation to existing structures on the member's lot, including ground-level dimensions for all structures.

5. The Board will respond to the member within 60 calendar days. Noncompliance with the guidelines can subject the member to penalties at the Board's discretion, to include loss of good standing and a substantial fine.

6. Changes to these guidelines can only be made by a majority vote of the general membership by a mail ballot.

7. Members may not build fences on or alongside lot lines or roads, except on the Club's eastern boundary (355th Ave. N.E.). Driveways are to be made of permeable material such as gravel.

### **Guests**

8. Members are responsible for the conduct of their guests, including all family members and pets, and are required to inform their guests of Club regulations.

9. All non-members must sign the register at the caretaker's cabin upon arrival. This includes children and/or family members who arrive at the Club unaccompanied by a member (see definition of a member in Article I, Section 1, paragraph 1 of the Bylaws), regardless of whether or not the member is present in the Club.

10. A member may permit guests to occupy the member's cabin in his or her absence for not more than two weeks at a time. The member must inform the Caretaker with a dated, written notice of such occupancy and ensure that the guests understand the Ground Rules and are prepared to abide by them.

- a. Any extensions for a guest to stay longer than two weeks without the member present must be requested in writing and approved by the Board of Trustees.
- b. Any member must request approval from the Board of Trustees for a guest to stay in a cabin for longer than one month with the member present.
- c. Guests may NOT stay longer than three months, whether member present or not. Upon request by a Club member exceptions may be granted by the Board of Trustees in special cases including but not limited to the need for temporary or long-term in-home care giving, temporary custody of underage relatives, etc. The Extended Stay Application can be obtained from the Administrative Secretary.

11. All members and guests are required to have the necessary code for gate. A temporary code is made available to members monthly via an email from the caretaker to give to guests and workers. Caretaker will not give the access code to guests or workers and will notify Board in monthly report of abuses.

### **Grounds Access**

12. No sign or any other type of notice may be placed at any Club entrance that will direct the general public (i.e. passersby on the road) on to Club property without prior board approval.

13. Members may not place in any publication or post in any public offsite bulletin board or public place any notice that invites the general public into the Club. Reasonable care in marketing and site visits is essential. Real estate agents must be informed of club rules and expectations by the cabin owner.

### **Board of Trustees**

14. Every member of the Corporation is eligible after two years of membership, and will expect to be nominated, to serve on the Board. An exception to the two-year requirement may be considered if a family member has had a long-term association with the Club before assuming ownership of the improvements on an assigned lot.

15. Any member may attend any regular meeting of the Board of Trustees. If a member's intent is to observe the meeting without participating, the member is required to give written/email notice to the President at least 72 hours in advance of the meeting. A member wishing to address the Board must submit a written/email request to be placed on the agenda, along with the topic(s) to be presented, to the President at least 7 days in advance of the meeting. If, at the Board's discretion, a discussion occurs involving an issue that only the Board should consider, non-Board members will be excused from the Board's deliberations.

16. Items to be brought before the Board should be submitted to the President at least 7 days in advance to allow time for research.

### **Caretaker**

17. Members may ask the caretaker to observe and report conditions or events affecting their improvements, but members are not authorized to give orders or change the duties assigned. Complaints or requests for change in the duties should be communicated to the President or Caretaker Liaison. Payment should be made to caretaker for services to an individual member

that require time and effort beyond the caretaker's regular assigned tasks, and is the responsibility of the requesting member.

### **Dangerous Conditions**

18. Members should report to the Grounds Committee any conditions that threaten the safety or welfare of the corporation or its members such as: fire hazards, unsightly debris, trees or branches that endanger power lines, windfalls that block roadways or endanger property (leaning or dangerous trees on a member's assigned lot are his/her responsibility).

19. Members are responsible for continued maintenance of their assigned lot and for the correction of any condition that may constitute a threat to their neighbors or to the general community property.

20. Club roads will be plowed to enable access by emergency and utility vehicles during periods of heavy and persistent snow (typically when snow approaches a depth of 12 inches). Decisions regarding the need to plow will be made by the Grounds Committee with input from the caretaker and Board members. The Club will not plow driveways; however, members may make their own arrangements with the plow operator.

21. Concern about debris/trees in the river or creek should be reported to the Board. Washington State Fish and Wildlife Service is the lead agency and administers regulations over waterways from bank to bank. The Board will contact the Fish and Wildlife Service to determine what appropriate action can be taken. Members should not attempt removal of "natural" debris (i.e. stumps/trees) from the waterways.

### **Work Day Assessment**

22. The Board of Trustees will set a non-participation fee for the annual Work Day. This fee will be determined at the Board meeting preceding the annual September membership meeting and announced at the Annual Meeting. This fee will be waived for a member who provides a worker on Work Day or an accepted service as approved by the Board. Non-participant fee will be the amount as provided in Schedule of Fines, Fees and Interest Rates of the Bylaws.

### **Special Rules Covering Tree Cutting**

23. As recognized by Washington State law, trees belong to the land. Thus, Club members may not profit individually from trees on their assigned lots or elsewhere on corporation property nor can firewood be removed from Club grounds. Trees enhance the beauty of the Club and provide a special and unique ecosystem. Thus, members must contact the Grounds Committee before cutting any trees on any corporation property, except in emergencies (e.g., trees that have been damaged by weather and that threaten member's improvement). Yarding report must be submitted as required by the State of Washington.

a. No tree may be cut for personal financial gain. Profit from cutting of trees (sale of trees less cutting costs) must be given to the Corporation. If trees are cut and sold, the member must provide the Board of Trustees with an itemized invoice showing sale price and cutting costs.

b. In any 3-year period, members may not cut more than 50 percent of trees on their assigned lot. Tree cutting rules apply only to trees greater than 6" in diameter at four feet off the ground and more than 150' from a waterway.

c. Members must mark all trees to be cut, either on their assigned lot or on community property, and advise the chairman of the Grounds Committee in writing of the proposed cutting and reason for removal. If a member will cut 1 to 3 trees in a one calendar year period, he or she must have a signed authorization form from the Grounds Committee before cutting begins. If a member wishes to cut more than 3 trees in a one-year period, he or she must have an authorization form approved by the Board and signed by the Grounds Committee before cutting begins. Possible reasons for denial include property line issues, need for County permission, need to limit cut to three trees, or the need for a hazard tree assessment from a certified arborist.

d. Upon completion of cutting and cleanup the Grounds Committee chair shall give all notifications of tree cutting and authorizations for such cutting to the Administrative Secretary. These will be filed by lot number in the Club files.

e. Members are to contact the resident Grounds Committee person and request, either orally or in writing, permission to cut windfalls. Written permission must be given before any cutting is done. The resident Grounds Committee member can act immediately on dangerous trees or those obstructing right-of-ways and does not need the signatures of other committee members.

f. Any member of the Grounds Committee must obtain the signature of another member of the committee for the cutting and/or removal of any trees, either on their assigned lot or on community property.

g. Before signing the Tree Cutting Authorization Form the Grounds Committee member must personally inspect the tree(s) to be cut.

h. Club members shall exercise reasonable care in cutting trees. The intent of permission is to prevent damage to persons or property and to preserve and manage the natural environment consistent with the intent of the Bylaws of the Corporation.

i. Each Club member in good standing is allowed up to three cords of wood per year from Club community property as allocated by the Grounds Committee.

j. Members shall have no more than 90 days to remove debris from tree cutting. If a member fails to do so, the Grounds Committee or Board of Trustees may have the area cleaned and costs will be borne by the responsible member.

k. **Large Trees Within 150' of French Creek, the River, or Blue Pond:** In addition to the above requirements c,d,f,g, and h for large trees, a hazard tree assessment by a certified arborist is required by Snohomish County to cut any tree within a "Critical Area," defined as a buffer of 150' around any salmon-bearing waterway. This includes French Creek and Blue Pond in addition to the North Fork of the Stillaguamish River. Refer to Assistance Bulletins #15 (Critical Area Regulations) and #52 (Hazard Tree Removal) from the Snohomish County Planning and Development website. Any tree may not be removed for sale or firewood. The SCC Standing Rule for cleanup is therefore overruled in this case. Replanting the area is recommended.

## **24. Resigning Membership and Selling or Transferring Ownership of Your Improvements**

1. Contact the Administrative Secretary to review the steps for resigning your membership and selling or transferring ownership of your improvements.
2. If you are transferring ownership of your improvements to a family member or friend he/she/they still must apply for membership (SR25). Anyone inheriting improvements must apply for membership (SR25).

3. Notify the President and Administrative Secretary in writing that you intend to resign your membership and sell or transfer ownership of your improvements. State the asking price and provide a description of the improvements for the Club newsletter if applicable.
4. Pay any unpaid obligations to the Club (dues, assessments, or fines) not covered by your membership deposit. No notification of sale or other action on the intended resignation will be taken until all obligations to the Club are paid in full. The Board will not interview applicants for membership until these obligations are paid.
5. Provide the Administrative Secretary with copies of any pertinent agreements with other Club members such as well agreements, easements, or shared roads that affect use of your lot.
6. Review your lot lines and insure that the corners are clearly marked. Provide the Administrative Secretary with a simple diagram of your lot showing the location of improvements. Lot line markers for any lot adjacent to community property are subject to review by the Board before any sale can be finalized.
7. When the above items have been satisfied, the Administrative Secretary will notify all Club members that you are resigning your membership and that your improvements are either being transferred or are for sale to an approved applicant.
8. Obtain and complete the “Real Property Transfer Disclosure Statement” (available from stationary stores, realtors, and escrow companies or online) to comply with a 1994 State law. A copy of this form must be available in your cabin for inspection by any prospective buyer.
9. Assemble a notebook of information about your cabin (well agreements, septic system, lot lines, improvements, what’s included, etc.) Club documents (not Club Roster), and Club map without names and keep it conveniently available in your cabin for review by an agent or prospective buyer.
10. If you use a real estate agent, you are reminded that the agent is your guest on private Club property and is expected to know and follow all the Ground and Standing Rules for members and guests. You are responsible for informing the agent of the following rules before signing a contract:
  1. Sign in at the Caretaker’s house at every entry.
  2. Obey the speed limit of 10 mph.
  3. Post no advertising on the highway or Club property that directs the general public (i.e. passersby on the road) onto Club property without the prior approval of the Board. One “For Sale” sign may be posted on the lot of the seller.
  4. Do not use the Club address anywhere in any advertising. Use your PUD address.
  5. Do not allow real estate agents to use the Club Directory for any purpose.
  6. No open house is permitted without approval from the Board.
  7. Assure that prospective buyers are always accompanied by the seller or an agent, and that that agent is familiar with all Club rules. Nonmembers without cause are not allowed to wander around the Club. The caretaker is not allowed to show a cabin.

8. The Board wishes to respect the privacy and security of *all members* and will take whatever action it deems necessary to protect their rights to same. Members can be fined or otherwise penalized for failure to follow the Club rules, at the discretion of the Board of Trustees. Article I, Section 2, Paragraph 3 & 4.
11. When you have a prospective member and have agreed on the price and financial arrangements, contact the Club Administrative Secretary to request an Application for Membership and related material. The Club will NOT co-sign for a loan, nor approve a sales agreement or grant membership if the improvements are used for collateral and a non-member, a bank, corporation, or any other entity becomes the owner in case of default.
12. Arrange for the prospective member(s) to meet with potential sponsors. They must meet in person; telephone interviews are not acceptable. We suggest arranging a social occasion with several potential sponsors as well as the potential neighbors. This should be a time for the applicant to learn more about the Club and to meet several members. Have sponsors send letters to the Club Administrative Secretary. The letters must be detailed and substantial, including at least how long and in what capacity the writer has known the applicant or when and where they met, what skills or experience the applicant would be able to contribute to the Club, and how the applicant intends to use the Club. A list of the topics that must be addressed will be included with the application. The Membership Committee or the Board may return any letter it deems inadequate and request additional information or sponsors.
13. You will be responsible for assisting a prospective member in filling out a Lot Line Agreement and any other agreements/easements between the prospective member and your neighbors. These agreements must be received by the Administrative Secretary before the application and related paperwork will be forwarded to the Membership Committee.
14. If a member of the Board of Trustees or the Membership Committee is the seller, he/she must recuse him/herself from both the Membership Committee and Board interviews, and can not be present at those interviews.
15. You will be informed by telephone and letter of the Board's decision on the purchaser's membership application as soon as practical after the interview but not more than 7 days after the interview.
16. Once the approved applicant has submitted his/her/their membership deposit, you will be notified by the President that the financial sale of the improvements may be completed. The resigning member shall provide any evidence of ownership of improvements required by the new member.
17. The resigning member or estate is responsible for payment of any legal obligations such as real estate commissions, outstanding property taxes, and the real property transfer (sales) tax to Snohomish County, as agreed upon in the sales agreement.
18. "Both new and terminating members shall pay dues on a pro-rata basis for the portions of the fiscal year in which their memberships are effective." Bylaws, Article I, Section 6. Dues. This transaction should occur between the buyer and seller at closing.
19. The resigning member will surrender his/her/their Certificate of Membership to the Club Administrative Secretary. A signed Affidavit of Loss that the member has lost the

certificate and is surrendering his/her/their interest in the SCC must be submitted if the Certificate is lost (obtain from Administrative Secretary).

20. When all the procedures are completed, the President will authorize the Club Treasurer to refund to the member who just resigned and sold the improvements the membership deposit less the transfer fee and any remaining unpaid obligations (see Bylaws Article I, Section 4, Paragraphs 3 & 4).

## **25. Purchasing/Inheriting a Cabin and Applying for Membership.**

1. If you are being given or inheriting improvements, you must apply for membership; continue to step 3.
2. If you have decided to purchase improvements in the SCC, first agree on the price and financial arrangements with the seller. The Club will NOT co-sign for a loan, nor approve a sales agreement or grant membership if the improvements are used for collateral and a non-member, a bank, corporation, or any other entity becomes the owner in case of default.
3. The Club makes no warranty with respect to transfer or sale of improvements or assigned lots.
4. Contact the Club Administrative Secretary to request an Application for Membership with instructions, and related material.
5. Sponsor letters should be sent to the Club Administrative Secretary as directed. The letters must be detailed and substantial. A list of the topics that must be addressed will be included with the application and will include how long and in what capacity the writer has known the applicant or when and where they met, what skills or experience the applicant would be able to contribute to the Club, and how the applicant intends to use the Club. The Membership Committee or the Board may return any letter it deems inadequate and request additional information or sponsors.
6. The prospective member should submit the application as directed by the Administrative Secretary with the nonrefundable application fee of \$100.
7. The seller will assist a prospective member in filling out a Lot Line Agreement and any other agreements/easements between the prospective member and the neighbors. That agreement(s) must be received by the Administrative Secretary before the application and related paperwork will be forwarded to the Membership Committee.
8. When the Administrative Secretary has received all the necessary paperwork, the application will be forwarded to the Membership Committee for review, for a criminal background check, and to schedule an interview with the applicant. At the conclusion of the Membership Committee interview, the applicant must sign the Prospective Member's Statement of Agreement and it will become part of the application.
9. *Upon recommendation of the Membership Committee, the President will schedule a meeting of the applicant with the Board. The Board is responsible for determining priorities in considering applications for vacated memberships in accord with the Bylaws (Bylaws, Article 1, Section 3). PLEASE NOTE: An interview will be scheduled as soon as possible, but it may not always be possible to schedule the interview at the next meeting. Special meetings just to interview prospective members should not be expected. You should allow several weeks for the interview and approval process. If you use a real*

*estate agent, it is your responsibility to make sure the agent understands this. Closing cannot occur until the applicant has been approved for membership.*

10. The prospective member and the seller will be informed by telephone and letter of the Board's decision as soon as practical after the interview, but not more than 7 days after the interview.
11. On approval for membership, the new member will pay the current Membership Deposit to the Club Treasurer.
12. The buyer and seller will be notified by the President that the financial sale of the improvements may be completed. The resigning member shall provide any evidence of ownership of improvements required by the new member.
13. The resigning member or estate is responsible for payment of any legal obligations such as real estate commissions, outstanding property taxes, and the real property transfer (sales) tax to Snohomish County, as agreed upon in the sales agreement.
14. "Both new and terminating members shall pay dues on a pro-rata basis for the portions of the fiscal year in which their memberships are effective." Bylaws, Article I, Section 6. Dues. This transaction should occur between the buyer and seller at closing.
15. The new member who has purchased the cabin will have 2 weeks to record the sale with Snohomish County.
16. When all the procedures are completed, the Administrative Secretary will record the new member's name in the Corporation's records and issue a new Certificate of Membership.

## **26. Purchase of Another Cabin by a Member**

1. A current member changing cabins must first agree on the price and financial arrangements with the seller (resigning or transferring member, or estate representative). The Club will NOT co-sign for a loan, nor approve a sales agreement or grant membership if any improvements are used for collateral and a non-member, a bank, corporation, or any other entity becomes the owner in case of default.
2. The Club makes no warranty with respect to sale of improvements or assigned lots.
3. The seller will assist the member in filling out a Lot Line Agreement and any other agreements/easements between the member and the neighbors. That agreement(s) must be received by the Administrative Secretary before any further action on the sale of the cabin to the member may proceed.
4. A resigning member or estate representative will surrender his/her/their Certificate of Membership to the Club Administrative Secretary or a signed Affidavit of Loss that the member has lost the certificate and is surrendering his/her/their interest in the SCC, along with the recording fee.
5. Once all the paperwork has been received by the Administrative Secretary, the member buying the improvements and the seller will be authorized by the President that the financial sale of the improvements may be completed. The seller shall provide any evidence of ownership of improvements required by the purchaser.
6. The seller is responsible for payment of any legal obligations such as real estate commissions, outstanding property taxes, and the real property transfer (sales) tax to Snohomish County, as agreed upon in the sales agreement.



7. A member purchasing a different cabin will have the sale recorded with Snohomish County within 2 weeks.
8. A member purchasing a different cabin will have 2 months following the closing of the purchase of the other cabin to submit their paperwork to the Administrative Secretary making their original cabin available to members to purchase for 60 days, followed by the open market.
9. Until the improvements of a member purchasing a different cabin are sold or ownership passed to another person(s), that member will be responsible for Club dues on both lots.
10. Until the improvements of a member purchasing a different cabin are sold or ownership passed to another person(s), that member will have only one vote on any Club business as per Bylaw Article II, Section 5.1 (one vote per membership).
11. Once the original improvements of a member purchasing a different cabin are available for sale, that member may have access to those original improvements only for the purposes of selling such as cleaning, maintaining, repairing, or showing. No one will be allowed to stay in that cabin except in cases of renovation or repair, and that stay will require prior Board approval.

#### **The Process for Sale or Transfer of Improvements after Member Dies**

27. When a single member dies, the heir(s) has 12 months from the date of death to either apply for membership or inform the President and the Administrative Secretary that the cabin will be offered for sale. The necessary Club documents for selling a cabin then must be submitted to the Administrative Secretary within 60 days of notification of intent to sell. A request for an extension of either the 12-month or the 60-day period, including justification, must be submitted to the President and Administrative Secretary before the 12-month period or the 60-day period ends. In case of noncompliance, the Board may levy a fine and/or impose other consequences.