

**BY-LAWS  
OF  
SUNSET SANDS COMMUNITY ASSOCIATION (~~the "Association"~~) (SSCA)**

**ARTICLE I**

**MEMBERSHIP**

**Section 1** ~~The membership of the Association-SSCA~~ shall consist exclusively of "Owners" of lots in the Sunset Sands Subdivision in Pacific County, Washington ("Sunset Sands"), but if the title holder has contracted to sell a lot to a person who is entitled to possession thereof then the term "Owner" shall mean the contract purchaser during the period of said contract or any assignee of such purchaser's rights. The term "Lots" refers to the lots in Sunset Sands and when used in relation to a particular member, it refers to the Lot owned (or under contract-to) that Owner. An Owner may be a natural person, partnership, association or other form of entity, but as to each Lot there shall be only one membership.

**Section 2** Membership shall be inseparably appurtenant to each Lot in Sunset Sands, and upon transfer of ownership by deed, court decree, contract of sale, or otherwise, memberships shall be automatically transferred with the Lot to the new Owner.

**Section 3** No member of ~~the Association-SSCA~~ shall have any right, title, or interest in or to the whole, or any part of the property, or assets of ~~the Association-SSCA~~ and no member shall be entitled to either the whole or any part thereof, in the event of the termination of his/her membership in ~~the Association-SSCA~~.

**Section 4** Each Owner **in good standing** shall have one membership and one vote for each Lot owned. Unless the Board of Directors decides otherwise no certificates of membership need be issued. A new Owner **in good** standing shall become entitled to vote after establishing his/her ownership of or contract interest in a Lot to the satisfaction of the Board. The personal representative of a deceased member shall have all that member's rights, privileges, duties, **and responsibilities** of membership in ~~the Association-SSCA~~.

**Section 5** No member may withdraw from ~~the Association-SSCA~~ except upon transfer of the Lot or Lots to which his/her membership is appurtenant. No compensation shall be paid by ~~the Association-SSCA~~ upon the transfer of membership and no member whose membership is transferred shall thereafter be entitled to share or participate in any of the property, facilities or benefits provided by ~~the Association-SSCA~~ except to the extent of continued membership by reason of ownership of another Lot or Lots.

**Section 6** The Board of Directors, or any two officers designated by it, may, in accordance with procedures prescribed by the Board, exclude any member from these or enjoyment of the facilities and benefits of ~~the Association-SSCA~~ for delinquency in payments required of members in, or for failure to comply with, the Protective Covenants of Sunset Sands, the Articles of Association or By-Laws of ~~this Association-SSCA~~, or with the rules and regulations established by the Board.

**Section 7** **Only members in good standing are allowed:**

- A.** To use Sunset Sands Park, Clubhouse, facilities, trails, lake access and other developed properties. These are for our member's exclusive use and are a privilege not a right.
- B.** All access to ~~the Association-SSCA's~~ facilities and developed properties require an access security card to open the gate and facilities.
- C.** Members may invite guests to accompany them when entering into any developed SSCA owned

- property.
- D. All children under the age of 12 must be accompanied by an adult while using any SSCA owned property.
  - E. Anyone not having their assigned security card in their possession is in violation of our Association SSCA rules.
  - F. Members are always responsible for the guests/renters. If Association SSCA properties are defaced damaged or vandalized, the member is responsible for making restitution.
  - G. Renters, can only use the Association SSCA Park, trails and facilities with a the owner's "Sunset Sands Information Sheet " written permission filed with the Secretary stating they've given their Renter permission to use their key. Renter and must have an access key provided by the owner(s) in their possession when entering the Association SSCA facilities and Park. Note: See SSCA website Home Page, then click on Forms& Links for Sunset Sands Information Sheet.
  - H. The Clubhouse is for members only on a first come first serve basis. The month of January is set aside for members scheduling dates and times throughout the calendar year.
  - I. After January the clubhouse may be rented out to non-members under the supervision of the Board of Directors. A lease agreement along with a special event insurance binder will be required. No alcohol is allowed in SSCA Park/Clubhouse grounds, unless an alcohol insurance binder is also provided with the special event binder.
  - J. A Short Term Rental (STR). They are single-family residential dwellings rented out for periods of less than 30 days and allowed in SSCA, providing they met Pacific County Ordinance 162, plus all State, and SSCA requirements.
    - 1) STRs are considered a type of commercial use and are subject to normal State Business licensing requirements and are required to pay all state, local taxes, and including the local lodging tax.
    - 2) Owners shall obtain a STR annual license from Pacific County (License requirements are listed within Section 21.N of Pacific County Ordinance No. 162).
    - 3) STRs are required to meet all applicable State and local health, safety and building codes.
    - 4) STRs operating in Pacific County require a permit from the Department of Community Development.
    - 5) STRs in residential zone R-1 (SSCA) require a Type II review (Special Use Permit) in order to operate. Special Use Permits employ a public hearing process allowing for public comment and input.
    - 6) Proof of all STR licenses and permits by Pacific County DCD and WA State must be provided to SSCA annually.
    - 7) No STR renter(s) are allowed to use the Owner's access key, SSCA Club House, or Park Grounds. Any violation the Owner(s) will lose all privileges and accesses provided to a "member in good standing".

## ARTICLE II

### MEETING OF THE MEMBERS

#### Section 1 Annual Meeting

The annual meeting of the members of the Association SSCA shall be held on the third or fourth Saturday of June of each year, if not a legal holiday, and if a legal holiday, on the next succeeding business day, at 9:30 A.M. Such annual meeting will be held at the Community Building on Loomis Lake within Sunset Sands, or at such other places as may be designated by the Board of Directors. For the convenience of the membership, the Board of Directors may designate a different date and time for the convening of the annual meeting. Special meetings of the members may be called by the President or the Secretary or any two members of the Board of Directors, or members constituting twenty percent (20%) of the membership at that time.

## **Section 2 Notice of Meetings**

- A. Three additional Quarterly Meetings of the Members will be held at 9:30 AM on the 3<sup>rd</sup> Saturday of each September, December, and March. Notice of all meetings of the members of the Association SCA shall include: stating the place, date and hour of the meeting.
- B. If a Special Meeting of the Members is required the purpose of the meeting, shall be transmitted by the Secretary to each member at least fourteen (14) days prior to the date of the meeting.
- C. Meeting notices are available by one of these four tangible mediums:
  - 1) USPS
  - 2) Personal e-Mail
  - 3) Posted at SCA Club House
  - 4) SCA Web Site.
- D. Members need to notify Secretary and supply their information if their choice is other than the SCA Web Site. See SCA Home Page, then Forms & Links, then Sunset Sands Information Sheet.
- E. If mailed, the notice of the hearing shall be deemed to be delivered when deposited in the United States mail addressed to the member at his/her address as it appears on the records of the Association SCA, with postage thereon prepaid. If transmitted in other tangible medium, the notice shall be deemed given when it is received by the member.
- F. SCA provides free Wi-Fi access and instructions located at the clubhouse.
- ~~G. Notice of meetings may also be posted on the Association website to serve as public notice for our membership. The Association provides a computer with free website access located at the clubhouse and can be accessed from any computer or location with internet service or with a smart phone.~~

## **Section 3 Quorum**

Except as otherwise required by law, a quorum shall consist of five percent (5%) of the members personally attending the meeting or represented by proxy.

## **Section 4 Waiver of Notice**

Any member may, in writing, waive notice of a meeting before or after the meeting. Such waiver is equivalent to giving any and all required notice of that meeting to that member.

## **Section 5 Proxies**

Any member may give a proxy to any other member. Proxies must be in writing, dated and signed, but need not be notarized and must be received by the Secretary before or at the start of the meeting to be effective at a meeting. Unless otherwise a proxy shall expire eleven months after it is signed. No member, including directors, may vote more than three (3) proxies.

## **Section 6 Conduct of Meetings**

Members and others attending meetings shall, in all respects, conduct themselves in a calm and respectful manner. As necessary, the President, or other officer presiding at the meeting, may establish time limits for speakers and other rules to allow for the efficient, orderly and civil conduct of the meeting. In addition, the President, or other officer presiding the meeting, may expel any member or other person who is disrupting the meeting or is acting in an aggressive manner and may summon the County Sheriff or other appropriate official to have that member or other person expelled from the meeting.

## **Section 7 Voting Requirements**

- A. Except as specifically stated in the Articles of Incorporation or By-Laws of the Association SCA or required by applicable law, any matter coming to the members for a vote shall be decided by a majority of the votes cast at the meeting in person or by proxy, provided a

quorum is present.

B. The following matters require the approval of 50% plus one of all of the members to be effective:

- 1) A decision to dissolve or merge ~~the Association~~ **SSCA**.
- 2) Any capital assessment, as distinguished from an operating or maintenance assessment, in which any Lot will be assessed more than \$50.00 in any one calendar year.
- 3) Any transfer of all or substantially all of the property or assets of ~~the Association~~. **SSCA**
- 4) Any decision to sell any real property owned by ~~the Association~~. **SSCA**.

### **Section 8 Action Without a Meeting**

Any decision which may be made by the members at a meeting may be made without a meeting if one or more identical writings stating the action taken are signed by all of the members.

## **ARTICLE III**

### **BOARD OF DIRECTORS**

#### **Section 1 General Powers**

Except as otherwise stated in the Articles of Association or By-Laws of ~~the Association~~ **SSCA** or required by applicable law, the affairs of ~~the Association~~ **SSCA** shall be managed by a Board of Directors, which be composed of seven (7) members. Without, in any way, limiting the generality of the directly preceding sentence, the Board of Directors shall have the full power and authority to do the following:

- A. Appoint and remove, at its discretion, agents and employees of ~~the Association~~ **SSCA**, to prescribe their duties and fix their compensation.
- B. Make such expenditures, consistent with applicable law, as the Board deems expedient, provided, however, that the members of ~~the Association~~ **SSCA**, by resolution adopted by two-thirds vote at any meeting of members, may restrict the amount of expenditures which can be made by the Board without prior approval of the members.
- C. Establish and maintain written plans for future projects and activities. These may include an estimate of cost and an approximate time frame. These plans shall be presented to the membership at the annual meeting. The Board shall use these plans in budgeting for ~~the Association~~ **SSCA**.
- D. Manage and conduct the affairs and business of the Association and generally do and lawfully perform, or cause to be done and performed, any and every any act within its written powers. which ~~the Association~~ **SSCA** may lawfully do and perform, provided, however, that The Board of Directors shall not have power to borrow money on behalf of ~~the Association~~ **SSCA** unless authorized by a majority vote of the members of ~~the Association~~ **SSCA** at a meeting of the members called for that purpose.
- E. Acquire by conveyance, gift, contract, lease or otherwise, property and rights in and/or to occupy property for the common benefit of the Lots or the members of ~~the Association~~ **SSCA**; to improve said property by erection of structures, utilities, facilities or otherwise; and to manage for such property, all upon such terms and subject to such rules and regulations as the Board of Directors may determine.
- F. Authorize the rental of the clubhouse facilities and park for social gatherings, dinners, picnics, parties or similar functions. The rental of the clubhouse facilities, park or any other facility of ~~the Association~~ **SSCA** shall be accomplished by written agreement executed by a member of ~~the Association~~ **SSCA** Board of Directors, establishing the terms of that rental and under which the member agrees to accept responsibility for full performance of the agreement.

- G. File notices of liens and to foreclose upon those liens, as needed, for unpaid dues and assessments and/or other sums owed to ~~the Association~~ **SSCA** by a member; provided, however, that the filing of a notice of lien is for additional information only and the failure to do so in no way eliminates, limits, or otherwise affects ~~Association's~~ **SSCA's** lien on the Lots for the payment of dues, assessments and other sums owed by the Owners to ~~the Association~~ **SSCA**.
- H. Procure and maintain such forms of insurance as the Board of Directors deems appropriate.
- I. Except as otherwise limited by the Articles of Association the By-Laws to exercise 811 powers, rights and responsibilities customarily exercised by a corporate Board of Directors; provided, that the Board of Directors may not make political or charitable contributions of corporate funds or property.

### **Section 2 Tenure, Qualification and Methods of Election**

- A. Director must be an Owner in good standing.
- B. The election of Directors shall be held at each annual meeting of the members of ~~the Association~~ **SSCA**.
- C. Each Director shall serve for two (2) years and until his/her successor is elected and qualified.
- D. Cumulative voting for Director is permitted.
- E. **All nominees for elected office must be present at the annual meeting, and accept the nomination before voting begins.**
- F. In the event of failure to hold an election of Directors at any annual members meeting, or in the event of failure to hold any annual members meeting as provided for by these By-Laws, election of Directors may be held at a special meeting of the members called for that purpose.
- G. It is the responsibility of each Director to attend all Board meetings.

### **Section 3 Vacancies**

Except as otherwise established in these By-Laws or required by applicable law, vacancies in the Board of Directors shall be;

- A. Filled by a vote of the Majority of the remaining Directors of ~~the Association~~ **SSCA**, even if less than a quorum, at a meeting of the Directors called for this purpose.
- B. A Director elected to fill any vacancy shall hold office for the unexpired term of his/her predecessor and until his/her successor is elected and qualified.

### **Section 4 Regular Meetings**

A regular monthly meeting of the Board of Directors shall be held on the third Saturday of each month at 9:30 a.m., without other notice than by this By-Law at the same place as the preceding annual meeting of the members, unless a different time and/or location is established by action of the Board at the previous Board meeting.

### **Section 5 Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the President or Secretary or by any two Directors. Notices of any special meeting of the Board of Directors shall be given, at least one (1) day prior to the meeting, by written notice delivered personally or by facsimile or by oral notice. The purpose of the meeting need not be included in the notice.

### **Section 6 Quorum**

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

### **Section 7 Removal of Directors**

At a special meeting of the members called for that purpose, the entire Board of Directors or any individual Director may be removed from office by a majority vote of all of the members of ~~the Association~~ **SSCA**. If the entire Board or any one or more Directors is so removed, new Directors may be elected by the members at the same meeting to serve for the unexpired term.

### **Section 8 Action Without a Meeting**

Any decision which may be by the Board of Directors at a meeting may be made without a meeting if one or more identical Writings stating the action taken are signed by all of the Directors.

### **Section 9 No Compensation**

The Directors shall not receive any compensation for their work as Directors, but shall receive reimbursement of out-of-pocket expenses incurred in performing their duties for ~~the Association~~ **SSCA**.

## **ARTICLE IV**

### **OFFICERS AND OTHER OFFICIALS**

#### **Section 1 General**

At the first meeting of the Board of Directors after each annual meeting of the members, the Board shall elect the following officers: a president, a vice president, a secretary, and if desired, an assistant secretary and assistant treasurer, as well as the following other officials: a Director of Maintenance, a Director of Development (architecture) a Director of Environmental Enhancement. All officers and officials must be Board Members. No Director may simultaneously hold more than one officer position. Officers and officials of ~~the Association~~ **SSCA** so elected shall hold office for a term of two years or until their successor(s) ~~are~~ **is** qualified. Any officer or official may be removed, with or without cause by a majority vote of all of the Directors. If an officer or official is absent from a meeting, the president, or vice president, if the president is not present, may appoint another board member to fulfill that officer's or official's function until the next board meeting.

#### **Section 2 Compensation**

The officer and officials shall not receive any compensation for their work as officers or officials, but shall receive reimbursement of out-of-pocket expenses incurred in performing their duties for ~~the Association~~ **SSCA**.

#### **Section 3 President**

The President shall:

- A. Preside at all Board and member meetings and exercise, under the discretion of the Board of Directors, the general supervision of the affairs of ~~the Association~~ **SSCA**.
- B. Receive all equipment, records and information necessary to perform the duties of this office and upon retirement from office turn over to the next president all such property records and information.
- C. Conduct special studies of problems and/or perform other work and bring this information to the Board for consideration.
- D. Monitor the work of all committees, render assistance if necessary and in the case of non-performance, appoint replacement committee members.
- E. Monitor correction of deficiencies and problems.

#### **Section 4 Vice President**

The Vice President shall:

- A. Preside at meetings in the absence of the president, and in the event of the absence or disability of the president perform all other duties of the president.
- B. Work with the secretary and treasurer to maintain and update records of ~~the Association~~ **SSCA** as to lot ownership, improvements and liens; property inventory of ~~the Association~~ **SSCA**; maintenance records; property rentals; and other records pertinent to continuity of ~~the Association~~ **SSCA**.

### **Section 5 Secretary**

The Secretary shall:

- A. Issue notices of meetings.
- B. Keep the minutes of all member and Board meetings on the ~~Associations~~ **SSCA's** official website or in official book of minutes. Any member may at any time review these records online, but said minute book must remain in the possession of the secretary or an appointed pro-tem secretary.
- C. Maintain and update the records of ~~the Association~~ **SSCA**.
- D. Have charge of the other records and papers of the corporation.
- E. Attend to the correspondence of ~~the Association~~ **SSCA**.
- F. Take and retain all proxies.
- G. Serves as our registered agent and files our annual report with renewal fee to the Secretary of State's Office for Non-Profit Organizations.

### **Section 6 Treasurer**

The Treasurer shall:

- A. Keep and maintain, or cause to be kept and maintained, adequate and correct records and accounts of the property, assets and business transactions of ~~the Association~~ **SSCA**. The member may at any time review these records, but these records must remain in the possession of the treasurer or appointed pro-tem treasurer.
- B. Keep safely all monies and securities of ~~the Association~~ **SSCA** and properly disburse the same under the direction of the Board of Directors.
- C. Cause the funds of ~~the Association~~ **SSCA** to be deposited in a bank selected by the Directors.
- D. Complete, or cause to be completed, and present a full statement showing in detail the financial condition of ~~the Association~~ **SSCA** at each annual meeting of the members and at any time directed by the Directors.
- E. Keep the Corporate Seal.
- F. Advise the Board of Directors regarding insurance coverage of ~~the Association~~ **SSCA**.
- G. Take proper action to collect dues, assessments **and fines**. When such dues, assessments are delinquent beyond January 31 or any year, the treasurer shall file a notice of lien in the records of Pacific County, Washington and bring all such filings to the attention of the Board of Directors. **Fines not paid to the Treasurer for 180 days, will also be filed on in accordance with applicable laws.**
- H. Maintain a record of all keycards assigned to members along with a signed log to ensure that keycards are issued only to members in good standing. If a card is not transferred to a new Owner or returned to the Treasurer on transfer of a Lot, the Treasurer shall de-activate it. When issuing keycards, the Treasurer will ascertain that ~~Association~~ **SSCA** records contain all correct information for the Owner.
- I. Sign all disbursement checks and ensure that the same is co-signed by the president or other designated officer. All disbursement checks must identify the purpose of the expenditure

### **Section 7 Director of Maintenance**

The Director of Maintenance shall:

- A. Chair the Maintenance Committee.
- B. Supervise ~~the Association's~~ **SSCA's** maintenance employee by assigning him/her

- appropriate duties and responsibilities and monitoring the employee's performance.
- C. Cause appropriate maintenance to be performed to preserve the equipment of ~~the Association~~ **SSCA** until it is replaced and recommends replacement as appropriate to the Board of Directors.
- D. Obtain necessary permits to complete repairs or other work on ~~Association~~ **SSCA** property.
- E. Recode the access keycards and locks and assist the treasurer in the distribution of new keycards and maintenance of ~~Association~~ **SSCA** records regarding the keycards.

**Section 8 Director of Development (Architecture)**

The Director of Development (“Architecture”) shall:

- A. Chair the Architectural Committee.
- B. Review site development plans submitted by members for compliance with the Covenants of Sunset Sands.
- C. Answer questions pertaining to lot development in accordance with the Covenants and By-Laws of Sunset Sands.
- D. Record Association’s permit approval and denial.
- E. Report development activity to the Board of Directors.
- F. Inform the members of our Architectural Committee for any identified violations by letter or electronic medium.

**Section 9 Director of Environmental Enhancement**

The Director of Environmental Enhancement shall:

- A. Chair the Landscaping Committee.
- B. Design and maintain ~~Association~~ **SSCA’s** trail system as needed
- C. Work with environmental issues, like noxious weeds and Loomis lake environmental issues.

**ARTICLE V**

**COMMITTEES**

**Section 1 General**

~~The Association~~ **SSCA** shall have three standing committees an Architectural Committee, a Maintenance Committee and a Landscaping Committee. The chair of each of these committees shall be a Board member, and the Board of Directors may appoint one or more additional ~~Association~~ **SSCA** members to serve on each committee. The Board of Directors may also establish and empower such other temporary or permanent committees as the Board deems appropriate from time to time.

**Section 2 Maintenance Committee**

The Maintenance Committee is generally responsible for overseeing and supervising the maintenance of all equipment and property of ~~the Association~~ **SSCA**. Members of the Committee shall inspect all property of ~~the Association~~ **SSCA** once a year to ascertain its condition and to ensure that all items are accounted for. Any deficiencies or needed replacements shall be brought to the attention of the Board along with an estimated cost of replacement or repair and a ranking of the relative importance of all needed replacement or repair.

**Section 3 Architectural Committee**

The Architectural Committee shall generally be responsible for enforcing the Covenants



of the Association **SSCA**. It shall coordinate with the Pacific County Planning Department. The Committee shall review all proposed building plans for the Lots and approve the same in writing when they are in compliance with the Covenants of the Association **SSCA**. The Committee shall periodically inspect the green belt for violations and take appropriate action when violations are discovered. The Committee is also authorized to issue written permits for temporary access through the green belt for specific purposes such as placing of modular homes. Each temporary access permit must state the specific permitted dates of access through the green belt and the purpose of the access, and it must require the Owner to restore the green belt to its natural condition following access. Upon restoration of the green belt to its natural condition, a member of the Architectural Committee shall sign the permit accepting the restorations. The Architectural Committee shall keep and maintain permanent files of all permits it issues and denies. In addition, the Architectural Committee shall keep and maintain files on each Lot showing the name and extent of improvements on each Lot including whether cleared; if water, electrical and/or septic systems have been installed; whether a conventional structure, modular home, single or double wide trailer or recreational vehicle has been installed; and if there is a parking pad or any other improvement on the Lot

#### **Section 4 Landscape Committee**

The Landscape Committee shall be generally responsible for supervising the maintenance and upkeep of the park and other unimproved property of the Association **SSCA**. The Committee shall establish a long range plan for improvement of all of these areas and make recommendations for these improvements, including estimated costs, to the Board of Directors.

### **ARTICLE VI**

#### **FISCAL YEAR**

The fiscal year of the Association **SSCA** shall be June 1, through May 31 of each calendar year.

### **ARTICLE VII**

#### **SEAL**

The seal of the Association **SSCA** shall be circular in form and shall contain the words "Sunset Sands Community Association", "Corporate Seal" and "Washington 1970".

### **ARTICLE VIII**

#### **BUDGETING, ASSESSMENTS, CHARGES, DUES, AND LIENS**

##### **Section 1 Budgeting**

- A.** Not more than ninety (90) days prior to the annual meeting of members, the Board shall adopt a proposed general budget for the next fiscal year of the Association **SSCA** as well as any proposed special or capital budget. Between 14 and 60 days prior to the annual meeting of members, a summary of the proposed budget or budgets, as well as a statement of the dues and assessments that would result from the proposed budget or budgets, shall be transmitted to each member.

- B. Unless at the annual meeting of members a majority of all of the members of ~~the Association~~ **SSCA** reject a budget and dues and assessments proposed by the that budget and dues and assessments are ratified by the members, even if a quorum is not present at the annual meeting.
- C. The Board may also, at any time during the year, propose a new or amended budget and dues and assessments. Within thirty (30) days after adopting any such proposed new or amended budget and dues and assessments, the Board shall set a date for a meeting of the members to consider ratification. This meeting of the members may not be more than 60 ~~nor~~ **or** less than 14 days after transmitting a summary of this new or amended budget and dues and assessments to each member. Unless, at this meeting, a majority of the members of ~~the Association~~ **SSCA** reject the new or amended budget and dues and assessments, that budget and dues and assessments are ratified by the members, whether or not a quorum is present.
- D. In the event the Board fails to propose any budget and/or if any proposed budget is not ratified by the members pursuant to the previous subsections of this section, then the last periodic budget and dues and assessments shall continue until a new budget and dues and assessments are ratified pursuant to this section.

### **Section 2 Dues and Assessments**

All dues and assessments shall be established at a uniform rate against all members and Lots, except that distinctions may be made in dues and assessments based on the number of Lots owned by a member and whether a Lot or series of Lots is improved with a dwelling unit.

### **Section 3 Charges**

- A. The Board may also establish and collect charges against any member for special costs incurred by ~~the Association~~ **SSCA** as a result of the actions or inactions of a member or any occupant or user of a Lot.
- B. **These charges, fines and fees are outlined in ~~the Association~~ **SSCA's** fine schedule adopted by the Board of Directors and attending membership at our ~~Association~~ **SSCA** annual meeting.**

### **Section 4 Payment of Dues, Assessments and Charges and Liens**

- A. Payment of dues, assessments and charges shall be due within 30 days after notice of the same and shall thereafter bear interest at the rate of interest applicable to judgments in the State of Washington until paid.
- B. All dues, assessments and charges, together with all expenses, attorney's fees, and costs of ~~the Association~~ **SSCA** related to the same shall also constitute a lien against the Lot(s) owned by the member.
- C. This lien shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosure of real property mortgages in the State of Washington.
- D. These liens of ~~the Association~~ **SSCA** shall be superior to any and all other liens except liens of record prior to the date of assessment of the dues, assessments, or charges and except for general taxes.

## **ARTICLE IX**

### **AMENDMENT OF BY-LAWS**

These "By-Laws" may be amended, altered or repealed by a majority vote of the members, present in person or represented by proxy, at any regular or special meeting of the members if notice of the proposed alternation or amendment is contained in the notice of the meeting, provided, however, any provision of these By-Laws which contain a higher member approval

requirement may only be amended if approved consistent with that higher requirement.

**ARTICLE X**

**DISSOLUTION**

In the event of the dissolution of ~~the Association~~ **SSCA**, each member shall, for each Lot owned by him/her, receive a pro-rata share of the assets of ~~the Association~~ **SSCA** after all its debts have been paid or others properly provided for.

Amended By-Laws effective **June 20, 2015** as approved by a majority vote of the Sunset Sands Community Association at the Annual Meeting.

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Jan Taylor, President, Board of Directors Sunset Sands Community Association

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Tanya Hoffman, Secretary Board of Directors Sunset Sands Community Association



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