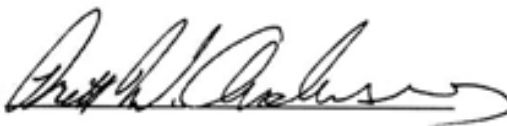


The undersigned certify that these By-Laws, Covenants and Rules & Regulations dated "As Revised July 25, 2015", were approved by a vote of the General Membership of Paradise Community Club, Inc. on June 14, 2015. "As of" Date reflects the date of publishing.

By:  7/25/2015

PRESIDENT

Attest:  7-25-15

SECRETARY

**PARADISE COMMUNITY CLUB, INC.**

**HOMEOWNER ASSOCIATION**

**MEMBERSHIP HANDBOOK**

**(with Rules and Regulations)**

**As Revised**

**July 25, 2015**

**Paradise Community Club, Inc.  
PO Box 42  
Ashford, WA 98304**

**An Equal Opportunity Employer and Service**

**Phone or Fax: (360) 569-2669**

**Email: [pcc007@centurytel.net](mailto:pcc007@centurytel.net)**

**[www.paradiseccl.org](http://www.paradiseccl.org)**

INTRODUCTION ..... - 4 -

MEMBERSHIP: ..... - 6 -

BOARD OF DIRECTORS: ..... - 6 -

    Duties of Officers:..... - 7 -

    COMMITTEES: ..... - 9 -

ASSESSMENTS:..... - 11 -

    Due Date: ..... - 11 -

    Delinquency: ..... - 11 -

INSURANCE:..... - 12 -

RENTALS: ..... - 14 -

MAINTENANCE OF HOMES/LOTS ..... - 15 -

PARKING & TOWING: ..... - 16 -

PLAYGROUND:..... - 17 -

OPEN SPACE/LAKES..... - 17 -

BIG LAKE SWIMMING: ..... - 18 -

PETS: ..... - 18 -

GARBAGE, YARD WASTE, AND RECYCLING: ..... - 19 -

ABSENTEE BALLOTS: ..... - 19 -

ASSOCIATION NEWSLETTER:..... - 21 -

ASSOCIATION RECORDS ..... - 22 -

OUTDOOR BURNING POLICY: ..... - 22 -

OBJECTIONABLE ACTIVITY: ..... - 25 -

COVENANTS: ..... - 26 -

APPENDIX A..... - 1 -

APPENDIX B ..... - 1 -

APPENDIX C ..... - 1 -

**PARADISE COMMUNITY CLUB, INC.**

**MEMBERSHIP HANDBOOK**

**INTRODUCTION**

Paradise Community Club, Inc./Paradise Estates is a diverse community, composed of homeowners, both full-time and part-time, recreational units, tenants, professionals and families.

This variety of lifestyles makes Paradise Estates a unique community. In a close-knit neighborhood, cooperation, regulation of behavior, and consideration for the community as a whole are very important. To assist lot owners in living together peacefully, Paradise Community Club, Inc. has compiled this handbook.

This handbook contains Rules and Regulations that govern living in our community along with procedures residents need to follow. Rules and Regulations contained in this handbook are based on local county ordinances and the Declaration of Protective Covenants, Articles of Incorporation, and By-Laws for Paradise Community Club, Inc. and have been adopted by the Paradise Community Club, Inc. General Membership and Board of Directors. The Rules and Regulations do not replace the above-mentioned documents but serve only to enhance them. The Rules and Regulations were adopted to further assist in enhancing and protecting the value, desirability, and attractiveness of the property within Paradise Estates. Compliance with these Rules and Regulations is mandatory.

**GENERAL:**

This Membership Handbook has been updated as of July 25, 2015 and includes all previous policies, to include those changed prior to this update that were approved by the board/membership prior to the printing of this update. This handbook supersedes any previously published handbook/document, dated prior to July 25, 2015. The previous handbooks/documents have been retained as the property of Paradise Community Club, Inc. as a historical record.

**APPLICABILITY:**

The rules and policies contained herein apply to all members/property owners, family members and their guests as outlined within the stated policies. Property owners/members are expected to abide by and to enforce these policies as they relate to themselves, family members and their guests.

## **COMMENTS/SUGGESTIONS:**

Comments or suggestions concerning this handbook should be directed in writing to the Board of Directors, Paradise Community Club, Inc. PO Box 42 Ashford, WA 98304. Your comments and suggestions are welcome.

## **STATEMENT OF NON-DISCRIMINATION:**

Paradise Community Club, Inc. is a non-profit Homeowners Association located in Lewis County, Washington State.

Paradise Community Club, Inc. does not discriminate in its practices or services against any individual on the basis of race, creed, color, gender, sexual orientation, honorably discharged veteran status, national origin, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service dog by a disabled person.

## **LEGAL DOCUMENTS:**

Several legal documents provide for the existence of Paradise Community Club, Inc. In addition to existing statutory provisions regulating administrative requirements for not-for-profit corporations, the following documents provide the legal standing of the Association. Amendments to these documents are voted on by the General Membership.

### **Protective Covenant:**

This document, and its amendments, are on file in the Lewis County Auditor's Office and are a binding covenant against each individual lot.

### **Articles of Incorporation**

This document creates the legal entity known as Paradise Community Club, Inc. Homeowners Association. It is on file in the Office of Washington Secretary of State.

### **By-Laws:**

This document provides for the operation of the Homeowners Association.

### **Copies of Documents:**

The first Membership Handbooks were originally given to each lot owner, upon purchasing a lot in Paradise Estates. With the advent of the internet, the current copy of record can be found on and printed from the PCC website ([www.paradiseccl.org](http://www.paradiseccl.org)). Additional printed copies of the handbook will be made available upon request made to the business office of the Association for a fee of \$5.00 to cover copying expenses.

## **MEMBERSHIP:**

Membership in the Association is afforded to any person who is an Owner of one or more Lot(s) subject to an assessment by the Association. Membership is mandatory.

### **Meeting of Members:**

It is the policy of Paradise Community Club, Inc. to abide by the provisions of RCW 24.03.080. Therefore, not less than ten (10) nor more than fifty (50) days in advance of any meeting of the General Membership, the Board of Directors shall cause written notice of said meeting to be hand delivered or sent by first-class United States mail to each voting member of the Association.

The notice shall state the time and place of the meeting, and the business to be placed on the agenda by the Board of Directors for a vote by the owners. This notice shall include the general nature of any proposed amendment to the Articles of Incorporation, By-Laws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a Director. Proposed changes on new regulations, rules, policies, or procedures that impact Paradise Community Club, Inc, members or the value or use of Paradise Community Club, Inc., community owned property or utilities will also be identified. This notice shall be written in a manner that is understandable to the General Membership.

## **BOARD OF DIRECTORS:**

The Association is governed by a Board of Directors. The Board Members are volunteers who contribute their personal talents and expertise, and illustrate commitment to a quality standard of living in our community.

### **Elections:**

New Directors are elected by the Association Members at the Annual Membership Meeting of Members. Directors serve three-year terms and also serve on a standing committee.

### **Board of Directors Officers:**

The Board of Directors immediately following the annual meeting of the members each year, shall elect a Secretary and Treasurer.

Any officer may be suspended or removed by a majority vote of the Board of Directors.

Any vacancy occurring in an elective office may be filled by the Board of Directors upon a majority vote.

Officers shall be reimbursed by the Association for such reasonable expenses as they may necessarily incur in pursuance of the business of the Corporation. The Board of Directors may authorize compensation for any officer.

**Duties of Officers:**

**President:**

The President shall act as chairman at all meetings of the members and preside at all meetings of the Board of Directors. The President shall sign all contracts or instruments for the Association and perform such other duties as may be required by the Board of Directors.

**Vice-President:**

The Vice-President shall preside at all meetings in case of the absence or disability of the President and assume all duties of the President during such periods or absence or disability and shall perform such other duties as the Board of Directors may require.

**Secretary:**

The Secretary shall issue all notices and shall attend and keep minutes of all meetings of the members and of the Board. The Secretary shall attest with signature and impress with the corporate seal all instruments executed for the Association. The Secretary, with assistance from the office clerk, shall perform all such other duties as are incidental to the office or as may be required by the Board of Directors.

**Treasurer:**

The Treasurer shall receive, keep safely and deposit in such bank or banks as may be designated by the Board of Directors, all funds, securities and liquid assets of the Association, in its name, and for its account. The Treasurer shall disburse the funds of the Association only under the direction of the Board of Directors. The Treasurer shall keep full and accurate books of accounts and shall make such reports of the finances, and transactions of the Association as may be required by the Board of Directors. The Treasurer shall prepare and present to the General Membership Meeting of the members a full statement showing in detail the financial condition of the affairs of the Association.

PARADISE COMMUNITY CLUB INC.  
BOARD OF DIRECTORS  
AND MEMBERS AT LARGE  
CODE OF CONDUCT  
APRIL 2008  
(Revised 6/3/2012)

Conduct at Meetings: The membership voted to follow Roberts Rules of Order as our guide when conducting membership meetings, Board meetings, Annual meetings, or other such special meetings that the board may schedule. In practice we have elected to use these rules in a more informal way, a basically relaxed manner. However, all speakers must ensure that their comments are presented in a respectful manner and free of personal attacks, or accompanied with inappropriate tone or unacceptable behavior. The Sergeant at Arms is charged with ensuring that all respondents maintain acceptable demeanor and adhere to the following basic rules of conduct:

1. Each individual desiring to speak should address the board by raising their hand and stating; "Mr. President, I wish to address the board."
2. Each speaker is allowed 2 minutes to state their issue and provide any documentation or supporting evidence.
3. The president will then open the floor to discussion or rebuttal. Each respondent then will have 2 minutes to state their concerns or recommendations.
4. At the end of discussion the president will ask for a motion and potential vote on the issue. Once the vote is counted the majority rules to accept or reject the motion. The vote is made a matter of record in the minutes of the meeting. Note: Only board members may make a motion, or vote for or against a motion.
5. Members at large are encouraged to offer their comments or opinions concerning a topic under discussion but must defer to the board for a motion or vote.

#### UNACCEPTABLE BEHAVIOR

1. Any individual unwilling to support the above rules or who behaves in an unacceptable manner will be asked to immediately correct their behavior; if they refuse they will be asked to leave the meeting until such time as they show they are willing to behave in an acceptable manner.
2. Upon a repeat offense they will be asked not to attend future meetings of the association.

The above are very basic rules of behavior and are intended to ensure a respectful, harmonious atmosphere is maintained at all meetings.

Very Respectfully,

The PCC Board of Directors



### **Board of Directors Candidate Bio:**

It is the policy of Paradise Community Club, Inc. to request each candidate to the Board of Directors to submit a bio describing his or her background or qualifications for a position to the Board of Directors. This policy does not apply to persons nominated from the floor at a General Membership meeting, or to any person appointed by the Board to fill an unexpired term.

This bio will be mailed to the Board of Directors at least sixty (60) days before all membership meetings where Board of Directors is elected. All bios received by the deadline will be copied and enclosed with the information and voting packets that are sent out prior to annual and special membership meetings.

### **Meeting of Directors:**

Meetings of the Directors are held on a regular basis and are open to the Membership. Please contact the Secretary for a schedule of meetings. Members wishing to address the Board of Directors may do so at each meeting. Advanced notification is required for topics of complexity or that seek to alter the governing documents that pertain to the community.

### ***COMMITTEES:***

Committees are established by the Board of Directors to manage ongoing procedures and address specific issues. Please contact the Secretary to express interest in serving on a committee. The current standing committees of the Association are:

#### **Policies Committee:**

The Policies Committee shall consist of the full Board complement. Changes to Policies require approval by a majority of Board Members.

#### **Grounds Committee:**

The Grounds Committee is responsible to oversee the up-keep of common areas, cutting and maintenance of grass along Big Lake, and the Small Pond, along sides of road, and at the entrance to Paradise Estates. This committee is also responsible for presenting feedback and complaints of individual lot owners related to clutter, trash, inoperable vehicles, or overgrown lots to the Board of Directors.

## **Finance Committee**

The Finance Committee will include a Committee Chairperson, the PCC Treasurer who will serve in an advisory non-voting position, a PCC board member and two members at large. In the event that two members at large are not available, or do not show for the audit two selected PCC board members will replace them. The finance committee will review all requests for purchases, conduct audits as directed, and prepare annual budget recommendations. Committee members will serve for two years except for the PCC Treasurer who will serve as a permanent member of the committee. Committee members may serve beyond the two year term with approval of the PCC board of directors.

Special tasks and guidelines follow:

1. The PCC treasurer may discretionally spend up to but not exceed five hundred dollars (\$500.00) for unplanned yet necessary operating expenses. Such purchases are subject to review at the next regularly scheduled Finance or Board meeting. Requests for unplanned purchases exceeding \$500.00 will be presented to the Board of Directors at the next scheduled board meeting. To reduce the logistical burden, the Treasurer may also issue checks for any regular (monthly or more frequent) expense up to \$1,500.00.
2. On a bi-monthly basis review all bank accounts belonging to PCC. The deposit receipts and the deposit ledger will be reviewed to verify revenue received and deposited. Receipts, invoices and processed checks will be reviewed to verify expenditures are appropriate.
3. Annually, not later than February 28<sup>th</sup>, prepare a Proposed Annual Budget for the following calendar year and present it to the Board of Directors by the March Board Meeting for review and approval/disapproval. If the board does not accept the recommended budget, the budget will be reworked with board member proposals and recommendations and presented to the board at the next scheduled meeting. Not less than 10 or more than 50 days in advance of any annual general membership meeting, a proposed budget summary will be mailed to the general membership. The agenda for the annual general membership meeting will include ratification of the proposed budget. In accordance with the By-Laws of the corporation the proposed budget is ratified by a simple majority of votes received in person or by proxy vote in favor of approval at a general membership meeting with an established quorum (40 or more members, including mail-in ballots).
4. On a quarterly basis the Treasurer may submit the accounts of the corporation to the CPA for review. Annually, not later than 15<sup>th</sup> of March, ensure that action has been taken to file the PCC income tax forms to include payment of any applicable taxes owed before the IRS deadline.
5. Based upon projected expenses and estimated future revenue, recommend an increase or decrease in established assessments and fees. If the proposed recommendation will cause a change in the current assessments or fees, such increase or decrease must be ratified by the general membership in accordance with the timeline in #3 above.

**ASSESSMENTS:**

As provided by the legal documents, assessments are collected for each lot.

**Due Date:**

Annual Association Dues are due on the first day of February of each year. Personal checks, money orders, cashier checks or cash are acceptable forms of payment. All cash payments will be acknowledged by a written receipt. Checks should be made payable directly to Paradise Community Club, Inc. If you need to make partial payments, please contact the Treasurer to make arrangements. Partial payments are subject to late fees, which are applied to the outstanding balance each month.

**Delinquency:**

Association Dues are delinquent if not received by the first day of February for that year. To encourage payment, the following delinquency policy has been adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
PARADISE COMMUNITY CLUB, INC.  
PARADISE ESTATES WATER DEPARTMENT  
DELINQUENT ACCOUNTS  
AMENDED  
November 14, 2021**

WHEREAS the Board of Directors of Paradise Community Club, Inc. and Paradise Estates Water Department are charged with the responsibility of collecting assessments for common expenses and water distribution expenses from members pursuant to Article III, Section 5 of the Articles of Incorporation; and

WHEREAS from time to time members become delinquent in their payment of these assessments and/or fail to pay or make arrangements with the Treasurer for payment of incurred assessments; and

WHEREAS the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner: NOW THEREFORE,

BE IT RESOLVED that pursuant to Article III, Section 6 of the Articles of Incorporation and RCW 64.38.020 there is hereby levied against the balance of any account which is not paid in full as of the due date, and whose member has not made prior mutually-agreeable arrangements with the Treasurer, a late charge in the amount of 5% compounded bi-monthly, which the Treasurer is authorized and directed to charge and collect from any delinquent member; and

BE IT FURTHER RESOLVED that the Treasurer is directed to send to any member who is more than two (2) months delinquent in payment of any account balance, written notice that, if the account is not paid in full before the next billing cycle, or mutually-agreeable arrangements for payment have not been made, a Water Service Disconnect Notice will be sent to the member, for which a corresponding \$10.00 processing fee will be charged. If full payment or a mutually-agreeable payment plan is not accomplished within 10 business days, the corresponding water connection(s) owned by the member will be shut off and locked. Restoration of water service requires full payment of the outstanding balance, along with the current Reconnection Fee of \$50 (AKA "Unlock Fee").

BE IT FURTHER RESOLVED that the Treasurer is directed to send to any member who is more than ninety (90) days delinquent in payment of Assessments and has a balance greater than \$300, a written notice, that if the account is not paid in full within ten (10) days it will be turned over to an attorney for collection and the member will be liable for payment of the minimum charge imposed by the attorney to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Treasurer is directed to consult with the selected attorney and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to an attorney for collection:

1. In the event that a delinquent lot is rented by its owner, the attorney is authorized, pursuant to Article III, Section 6 of the Articles of Incorporation, to demand and collect the Association Dues from the tenant of the lot.
2. Where, at the expiration of the period specified in the attorney's demand letter, an account remains delinquent and without a payment plan embodied in a signed Stipulation for Judgment or a signed agreement by a renter to pay Association Dues, or in the event of a default under the terms of either agreement, the attorney is authorized to take such further action as they, in consultation with the Board of Directors, believe to be in the best interest of the Association, including but not limited to:
  - A. Filing of a Notice of Claim of Lien against the property in arrears, once total arrears exceed \$500.00.
  - B. Filing suit against the delinquent member for money due pursuant to Article III, Sections 5 and 6 of the Articles of Incorporation and RCW 64.38; or
  - C. Instituting a non-judicial action for foreclosure of the Association's Lien, pursuant to Article III, Section 6 of the Articles of incorporation; or
  - D. Filing a proof of claim in bankruptcy; or
  - E. Instituting a judicial action for foreclosure of the Association's Lien, pursuant to Article III, Sections 5 and 6 of the Articles of Incorporation, and RCW 64.38; and seeking the appointment of a receiver for the unit pursuant to Article III, Section 6 of the Articles of Incorporation; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all members at their last known addresses.

This resolution was revised and adopted by the Board of Directors on Nov 14, 2021 and shall be effective on the same date.

Signed:

Bill Balcom, President

## **INSURANCE:**

### **Association Provided:**

The Association provides the following insurance:

#### **General Liability:**

This coverage is for injury caused upon the Common Property or in some other way as direct result of the negligence of the Association or its agents.

#### **Directors and Officers:**

D&O coverage protects the Board of Directors and Committee Members in case of an error or omission on their part while performing in their capacity as a Director or Committee Member.

#### **Crime Policy:**

Crime Policy Insurance protects the Association from theft of the Association's funds while in the control of the Board of Directors or Committees.

### **Homeowner Provided:**

Each homeowner/lot owner is responsible for their own "homeowner's coverage". The Association does not provide insurance to protect the homeowner's dwelling or personal property.

## **RENTALS:**

Renting, as used under this section, includes the use of homes or lots by relatives or tenants of the owner when the owner is not a permanent resident within the home.

### **Renting:**

In all cases, landlords are encouraged to have a properly drawn rental agreement. Owners must include a provision that each tenant abides by all conditions of the Declaration and other Rules and Regulations. All tenants must agree and sign the Rental Agreement found in Appendix A of this handbook.

### **Enforcement:**

Tenants and their guests, whether residing in the community or merely renting for vacation/weekend purposes, must abide by all regulations of the Association. A violation of the Association's rules or regulations by a tenant or a guest will be deemed a violation by the lot owner and appropriate fine or other action may be taken against the lot owner

(See Covenant/Policy Statement #2). Damage to Association properties caused by tenants and their guests will be charged by assessment to be paid by the owner of the property.

**Vacancy:**

Any time a home or lot used for rental is vacant, the owner of the property is responsible for ensuring that the maintenance of the home, yard or lot is consistent with the regulations of the Association. Any cost incurred by the Association to ensure maintenance of a vacant property will be charged by assessment to be paid by the owner of the property.

**MAINTENANCE OF HOMES/LOTS**

For the protection of all homeowners and to maintain property values, all homes/lots must be maintained in a manner that is similar to other homes in the Community and in compliance with the Association Rules and Regulations. The Association maintains the right to inspect the Community for violations, generally upon receiving feedback or complaints from community members. In the event of a violation or need for maintenance, the homeowner will be notified in writing and asked to comply with the Association's request.

In the event a homeowner does not comply with the Association's request, the Association maintains the right to take action against the homeowner, under any applicable covenant.

**Possible Violations:**

The Board of Directors shall interpret "Similar to other homes/lots in the Community".

Examples of items which constitute a violation include, but are not limited to:

1. Storage of tires, brick, lumber, bags or other items on the property in view of the public.
2. Parking of inoperable, unlicensed vehicles, on public or private streets, on Association property, or visible in private yards.
3. Placement of non-containerized garbage or yard waste where they are visible from the street.
4. Failure to paint, clean gutters, mow grass, maintain natural areas, remove damaged or diseased trees that threaten association assets, or maintain other items requiring regular maintenance within a reasonable timeframe.
5. Failure to repair damaged items such as gutters, shingles, or any other items on the property that have fallen into disrepair.

## **PARKING & TOWING:**

### **Abandoned Vehicles:**

Any vehicle parked within the Community must be operational, or properly licensed.

### **Damage to Property Caused by Vehicles:**

Homeowners will be held responsible for all damage to the Association's property including lawns, trees, shrubbery, underground pipes, etc. caused by illegally parked cars owned by the property owner, their tenants, or guests.

### **Enforcement:**

All vehicles parked in violation of these Rules and Regulations will be towed at the expense of the vehicle owner. The Association may also take legal action against the owner of the vehicle or property upon which the vehicle is parked.

### **Big Lake Area:**

The parking area at the Big Lake is to be used only for activities at the Lake or for those homeowners or invited guests using the Lake. Vehicles not displaying a valid Membership ID (e.g. mirror hanger), are subject to being towed at their owner's expense. Membership ID hangers are available at the PCC office.

### **Association Community Property:**

Parking on the Association community property is strictly prohibited other than in the established parking lots (Big Lake and PCC Office). Community Property includes open spaces and other areas around the Big Lake, Small Pond, and Greenbelts. It is required that your PCC Membership card or hanger be clearly displayed in your vehicle's dashboard or rear view mirror area when parking in these areas.

### **Street Parking:**

Vehicles owned by the property owner, their tenants, or guests are prohibited from utilizing the public streets for parking, except in extreme situations (e.g. heavy snow drifts blocking driveway, until shoveled clear). The Lewis County Sheriff's Office will otherwise be contacted and the vehicle may be towed at the owner's expense.

### **Speed Limit:**

The speed limit shall be 25 miles per hour on all streets within paradise Estates, unless otherwise posted by Lewis County.



## **PLAYGROUND:**

The Association provides playground equipment for the exclusive use of Paradise Community Club, Inc. residents and their guests. The playground equipment is designed for children from age 3 through age 12. Playground equipment use is restricted to daylight hours.

## **OPEN SPACE/LAKES**

Use of the open spaces is regulated to provide a safe and pleasant area.

### **Private Use:**

These areas are for the private use and enjoyment of members, and their tenants or invited guests. They are not intended for large parties or other similar gatherings unless specifically hosted or approved by the association.

### **Hours of Use:**

The open space and lakes may be used from sunrise to sunset.

### **Noise:**

Noise from the open areas must be limited so as not to be heard over ambient noise within the adjoining homes. Quiet hours are defined as 10pm to 8am daily.

### **Restricted Use:**

The following shall be prohibited on the open spaces, and lakes:

1. Vehicles, motorcycles, go carts or other non-human powered devices.
2. Hunting or possession of firearms, traps, bows, or other similar devices.
3. Fires of any kind, except for manufactured BBQ grills.
4. Gasoline or electric powered motors are not allowed in the lake.
5. No swimming is permitted in the Small Pond.
6. Golf Clubs, Baseball Bats, Hockey Sticks or other such items that can easily inflict damage to persons or property.
7. Glass beverage containers.
8. Fireworks of any kind.

Adult supervision is required at all times when invited guests are using the open spaces/lakes or for any children under the age of 14.

### **BIG LAKE SWIMMING:**

The big lake (AKA Lake Holiday) is for the use and enjoyment of Paradise Estates residents and their invited guests. The Big Lake rules are designed to provide for the safe operation of the area and to provide for the enjoyment of the majority of lot owners using the area.

#### **Swimming Hours:**

Big Lake may be used for swimming from sunrise to sunset.

#### **Risk:**

The Association does not provide for a lifeguard for the Lake.

**SWIM AT YOUR OWN RISK.** Users of the Lake assume all risk for their safety. Children under 14 are not permitted to swim without adult supervision at the Lake. Life jackets are strongly recommended for all persons in, on or near the lake. **No person is permitted to be on the lake, pond or streambeds when they are covered with ice.**

#### **Guests:**

Residents are required to adhere to the established guest policy of the Lake. Any non-resident or inappropriately sponsored guest at the lake is trespassing on community property. An inappropriate guest includes anyone who is not a member, member's guest, or tenant within Paradise Estates. It is NOT permissible to loan a membership ID to individuals in surrounding communities. Members are subject to loss of lake privileges if they assist any individual in the unauthorized use of the lake.

### **PETS:**

In order to provide a harmonious neighborhood, residents should recognize the need to properly restrict pets. All laws, ordinances, rules and regulations pertaining to dogs, cats, and other domestic animals adopted by local officials are hereby adopted as rules and regulations of Paradise Community Club, Inc.

#### **Leashes:**

All animals must be on leashes or similarly restrained at all times when outside the owner's property. This also applies to all Common areas within the community. Animals are not to be left unattended in a Common area. This includes the chaining of unattended animals to posts, signs, electrical boxes, etc.

#### **Defecation:**

Do not let your pet defecate on the lawn areas of others or in the Common Areas. If such defecation occurs, immediate cleanup and proper disposal by the owner/handler is required.

**Enforcement:**

Enforcement of the leash law and other local ordinances will be managed by the Lewis County Sheriff's office. Other complaints regarding animals should be directed to the Business Office.

**GARBAGE, YARD WASTE, AND RECYCLING:**

**Garbage:**

Garbage (food containers and other household items) and any other form of refuse must be disposed of properly and are the responsibility of each lot owner.

**Containers:**

Garbage and yard waste containers are issued by the Garbage utility and must be kept in good repair.

**Lids:**

In addition to being properly maintained, all garbage containers must be tightly closed. Home/lot owners are responsible for any garbage spread by animals, weather, snowplows, tenants, or guests. Failure to clean-up all debris immediately can result in the home/lot owner being penalized under the corresponding covenant.

**BALLOTS:**

It is the policy of Paradise Community Club, Inc. to allow all members in good standing the right to vote by mailed ballot on all issues before the General Membership for approval. Voting in person or by signed proxy is also allowed.

“Members in good standing”, for purposes of this policy, means all owners of lots in Paradise Estates who have paid all current dues and assessments, who are members of record, and who have conformed with all By-Laws, policies, and procedures of the Homeowners Association.

A ballot form will be hand-delivered or mailed via United States Postal Service to all lot owners (members) at least ten (10) but not more than fifty (50) days before all annual and special membership meetings. Requests for missing (replacement) ballots must be in writing and addressed to the Ballot Chairperson. A replacement ballot will be mailed to all

lot owners who request one within one week of the Ballot Chairperson receiving the request. The completed mail-in ballot must be returned to the Ballot Chairperson by the deadline stated on the ballot, which shall in no case be less than 48 hours before a special or annual meeting, in order to be honored the same as votes cast at that special or annual meeting.

The Ballot Chairperson will report at each membership meeting the number of replacement ballots requested, sent and returned. This report will be made a part of the written minutes of that meeting. Any member who requests a missing (replacement) ballot, but fails to receive one within ten (10) days of their written request should immediately contact the Association President.

Once notified, it is the President's duty to see that a replacement ballot is provided to the member.

If, however, the Association President is notified within 48 hours of a scheduled special or annual meeting, that a member requested but did not receive a missing or replacement ballot, special consideration will be given by the Board of Directors on a case by case basis on how to rectify the problem prior to votes being cast at that special or annual meeting.

#### **Duties of the Ballot Chairperson:**

The Ballot Chairperson will be selected annually from the Board of Directors at or before the May meeting of the Board of Directors. The Absentee Ballot Chairperson must agree to abide by the By-Laws, policies, practices and procedures of Paradise Community Club, Inc.

The Ballot Chairperson will verify that members submitting ballots are in good standing, as defined above. The Chairperson will then respond to all member requests for missing/replacement ballots within one week of absentee ballot requests being received by Paradise Community Club, Inc. The Ballot Chairperson will record the name of the member requesting a replacement ballot, the date each request is received by the Association, the date each absentee ballot is mailed to that member and the date each completed ballot is returned.

The Ballot Chairperson will be responsible for delivering all ballots received in a timely manner by the Association to the annual or special membership meeting. The Ballot Chairperson will make a report to the general membership at each membership meeting where membership votes are cast on the number of ballots mailed and returned. This report shall be made a part of the written minutes for each membership meeting.

The Ballot Chairperson will make recommendations to the Board of Directors concerning the procedures used to carry out the ballot policy. All expenses involved in copying, preparing and mailing ballots to Association Members will be borne by the Association.

In the event that the Ballot Chairperson is found to be negligent in the Chairperson's duties or that the Ballot Chairperson has deliberately failed to carry out the written ballot policy of the Association, the Board of Directors will promptly replace the Ballot Chairperson and take any actions reasonably possible under the circumstances to insure that each member of the Association has been given a fair opportunity to vote on membership issues.

#### **ASSOCIATION NEWSLETTER:**

The primary purpose of the Association Newsletter is to summarize and document actions taken by the Board of Directors, or requested by the membership at annual, special, or regular meetings. It is the intent and desire of the Board of Directors to ensure that the membership is kept informed of business that affects the Association. Also, to encourage and provide members the opportunity to comment or offer constructive suggestions for improving the Association business processes. Comments or suggestions should be provided to the Board of Directors in writing to the Association business office.

It is the policy of Paradise Community Club, Inc., that the Board of Directors will cause the proceedings of all annual and special membership meetings to be summarized and published in an Association Newsletter. This newsletter will be hand-delivered or mailed via United States Postal Service mail to all members of record. A newsletter will be delivered within thirty (30) days following the Annual Membership Meeting in June of each year. The names of newly elected officers of the Board of Directors will be included, along with any pertinent information about committees appointed by the Board of Directors.

Newsletters may also be published at other times of the year as deemed appropriate by the Board of Directors, or the President. Newsletters will be published and delivered at the expense of the Association.

## **ASSOCIATION RECORDS**

Paradise Community Club, Inc. shall keep at the business office the following records:

1. Current Articles of Incorporation and By-Laws.
2. A record of members, including names, addresses and number of lots owned per member.
3. Correct and adequate records of accounts and addresses.
4. A record of officers' and directors' names, addresses and telephone numbers.
5. Minutes of all meetings.

The records shall be opened to inspection by all owners of record and their authorized agents on reasonable advance notice during normal working hours of the office of the Association or its managing agent.

Cost of inspecting or copying shall be borne by such member. Individual owners' records will not be made available for inspection, except to the owner of that record. Owner names and addresses will not be released except by written permission from the Secretary of the Association.

## **OUTDOOR BURNING POLICY:**

Paradise Community Club, Inc. and its members, property owners, are subject to the burning laws imposed by the State of Washington and Lewis County and as further stated in this policy. Enforcement of and adherence to the rules and policy are the responsibility of all its members, property owners, and guests. Members and property owners shall take reasonable and prudent actions to ensure that all outdoor burning by owners, family members or guests are not in violation of this policy. Violations shall be immediately reported to a Board of Directors member, who may determine it necessary to contact the Lewis County and/or Pierce County Fire Department. The responding Fire District and Lewis County Law Enforcement shall determine appropriate and applicable fines, or other appropriate corrective action(s) to be taken.

The purpose of this policy is to advise Paradise Community Club, Inc. members, property owners of the rules for which outdoor burning is acceptable and the conditions/limits of such outdoor burning within the Paradise Community Club, Inc. premises/properties.

**Under no circumstances may you have an outdoor fire while Lewis County or the State of Washington forbids same under a mandatory burn ban. This may include campfires, bonfires, trash burning, no matter the size.**

**Conditions:**

**Recreational Fires:**

For recreational fire such as a campfire or bonfire, you can burn without a permit if you are in :

1. The fire is less than 3 feet across and fire height does not exceed 24 inches, and
2. You have a shovel nearby, or pressure hose, and
3. The fire is more than 50 feet away from a structure, and
4. The fire is built on bare soil, areas free of flammable materials
5. Preferred is a fire-pit of stone, or metal and dug into the surface 6 to 10 inches deep, and
6. A responsible adult must ensure that the fire is not left unattended, and
7. You ensure the fire is left cold; may be covered with dirt or water extinguished.

**Debris Fire:**

For a debris fire, you can generally burn without a permit. Check with the [Southwest Clean Air Agency](http://www.southwestcleanair.org) (1-800-633-0709) to verify that you are in an area where burning is allowed. If allowed, further requirements vary by season. Consult with Lewis County Community Development at (360) 740-1146 if in doubt.

**Conditions for Burning:**

1. **DO NOT** burn rubber products, plastics, asphalt, garbage, dead animals, petroleum products, paints, or any similar materials that emit dense smoke or create offensive odors when burned.
2. Burn only in calm or light winds. Outdoor burning is generally not safe when the wind speed sways trees, extends

flags or forms some crests on lakes.

**You Will Need a Written Burning Permit if:**

1. You are unable to burn under the conditions previously stated.
2. Your fire is located either in or within 500 feet of forest slash.
3. During a warm, dry weather trend, the state requires a written burning permit that may be obtained from the Lewis County Community Development office.

**Outdoor Burning is Not Permitted When:**

1. The fire district posts “No Burning” signage (AKA “Burn Ban in Effect”).
2. During announced air pollution episodes declared by the Department of Ecology or other empowered agencies.
3. If all conditions set forth by the agencies above have not been met.
4. Burning in a burning barrel.

**Campfires:**

1. Campfires are common in Paradise Estates.
2. Even when a burn ban is in place, campfires are generally allowed when contained in an established fire pit.
3. The use of gas and propane self-contained stoves and barbeques are also generally allowed under such bans.
4. Because fire danger can at times be severe, it is best to consult with the Lewis County Fire Marshall or Ashford Fire Department when in doubt.



## **OBJECTIONABLE ACTIVITY:**

Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on a Common Area within Paradise Estates.

### **Noise:**

Any resident disturbed by excessive or persistent noise at any time should report violations immediately to the Lewis County Sheriff's Department. Disturbances include but are not limited to loud music, voices, cars, animals, etc., that may interrupt sleep or in any way disturb the well being of community residents.

Home/lot owners are responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police.

All residents have the right to a quiet neighborhood. Swift and firm action against offenders is the only means to preserve such rights. It is strongly recommended that you request law enforcement to come to your home prior to visiting the source of the noise problem.

If you contact law enforcement about a noise problem, please also notify the Business Office.

The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

**COVENANTS:**

**COVENANT NUMBER 1**

All lots in the plat of Paradise Estates shall be used for residential, recreational and/or rental purposes only.

**Policy Statement/Enforcement:**

Use of property other than stated shall be in violation of these covenants and action deemed appropriate by the Paradise Community Club, Inc. Board of Directors will be taken.

**COVENANT NUMBER 2**

The owner of any lot in the plat of Paradise Estates that is rented shall have on file in the Paradise Community Club, Inc. business office a copy of the rental agreement signed by the tenant and lot owner. The tenant's name, address and telephone number shall be provided to the business office and kept on file. The lot owner must furnish to the tenant a copy of the Paradise Community Club, Inc. By-Laws, Covenant, Policy Handbook and Articles of Incorporation

**Policy Statement/Enforcement:**

It is the Paradise Community Club, Inc. policy that owners executing rental agreements under Covenant #2 are totally responsible to:

1. Ensure that the principal/primary rental occupant is provided a copy of the Paradise Community Club, Inc. handbook and signs the Rental Agreement Statement found in Appendix A. The rental occupant, family member or guest will abide by the policies and Covenants of Paradise Community Club, Inc. in the same manner and with the same responsibility as would the owner. The expense of providing the booklet to the rental occupant is borne by the owner. A copy of the signed statement will be provided to the PCC office within 30 days of the signing of the rental agreement. For those dwellings currently under rental, a statement will also be required within 30 days from receipt of this policy.
2. The owner of any rental lot is responsible for the conduct and behavior of the renter, renter's family members or renter's guest and is subject to reimburse/pay reasonable costs to Paradise Community Club, Inc. for breakage or other damages caused by the renter, the renter's family or guests.
3. Paradise Community Club, Inc. reserves the right to deny, revoke, or terminate this rental status at any time as acted upon by the Board of Directors. This rental agreement is a privilege extended to the owner, not a right of ownership/membership.

Failure to provide and/or maintain on file with the Paradise Community Club, Inc. business office a current copy of the rental agreement (see Appendix A), between the lot owner and renter, shall cause the lot owner's rental privileges to be revoked. Reinstatement of rental privileges will only be granted to the lot owner requesting same in writing and after coming in compliance with the above Covenant and Policy Statement in its entirety. Paradise Community Club, Inc.'s Board of Directors will have final approval/disapproval authority.

Failure by the lot owner to provide the tenant with a copy of the By-Laws, Covenant, Policy Handbook and Articles of Incorporation will result in the lot owner's rental privileges being revoked. Reinstatement of this privilege will be as stated in paragraph one above.

**COVENANT NUMBER 3**

Any lot owner selling a lot in Paradise Estates shall have their Association Dues paid in full at time of sale. The title to any lot in Paradise Estates can not be transferred until all Association Dues, and assessments on that lot are paid in full. No lot shall be rented if the Association Dues or Assessments are not paid in full.

**Policy Statement/Enforcement:**

Failure to have Association Dues and/or assessments paid in full prior to the sale or rental of a lot will result in a lien against the property and foreclosure action taken if the lien is not resolved.

**COVENANT NUMBER 4**

A lot owner selling a lot in Paradise Estates must furnish to the Paradise Community Club, Inc. business office the name, telephone number and mailing address of the new owner.

**Policy Statement/Enforcement:**

Failure by a lot owner to provide to Paradise Community Club, Inc.'s business office the name, telephone number, and address of a buyer will result in a lien against the lot which will block a potential sale. The seller must also provide the new owner with a copy of the Paradise Community Club, Inc. Covenants, By-Laws, Articles of Incorporation and Association Members Handbook.

**COVENANT NUMBER 5**

The one story height restriction limit is removed from the Paradise Estates plat restrictions.

**Policy Statement/Enforcement:**

This Covenant needs no enforcement.

**COVENANT NUMBER 6**

No building or structure shall be built less than five (5) feet from any side or rear property line, nor closer than twenty (20) feet from the front property line.

**Policy Statement/Enforcement:**

Any violation of this covenant will result in a notice to the lot owner to correct the discrepancy within 30 days of notice or after the 31<sup>st</sup> day, the owner will be fined \$100.00 per day until the correction has been made. This fine will be added to the annual assessments and payable in addition to the annual assessments. Failure to pay the annual assessment, plus the fine will result in a lien against the lot and foreclosure action will be taken if the lien is not resolved.

**COVENANT NUMBER 7**

No lot or lots shall be divided nor combined. Each lot within Paradise Estates shall pay Association Dues/assessments per year according to the original plat and By-Laws.

**Policy Statement/Enforcement:**

Any infraction of the above Covenant will result in legal action being taken by the Paradise Community Club, Inc.'s Board of Directors on behalf of Paradise community Club, Inc.

**COVENANT NUMBER 8**

All lots shall be subject to an easement for utilities and drainage that is five (5) feet in width and parallel with and adjacent to all lot lines.

**Policy Statement/Enforcement:**

Any infraction of the above Covenant will result in legal action being taken by the Paradise Community Club, Inc.'s Board of Directors on behalf of Paradise community Club, Inc.

**COVENANT NUMBER 9**

No structure shall be placed or maintained on any lot, except a residential private dwelling, house trailer (manufactured home), garage or suitable outbuilding for the sole use of the owner(s) or occupant(s).

**Policy Statement/Enforcement:**

Covenant Number 9 is self-explanatory and any in-fraction will be reviewed and acted upon by the Paradise Community Club, Inc. Board of Directors.

CLARIFICATION: The General Membership approved by vote in June, 2016 that shipping containers are not allowed within Paradise Estates.

**COVENANT NUMBER 10**

The owner of each lot in Paradise Estates shall obtain from Lewis County all necessary permits to construct, erect or set up any house, mobile or manufactured home, garage, outbuilding and septic system.

**Policy Statement/Enforcement:**

Any infraction will be reported to Lewis County for appropriate action.

**COVENANT NUMBER 11**

The exterior construction of all buildings and structures shall be completed within two (2) years following start of construction. State and local required copies of building permits must be kept on file in the Paradise Community Club, Inc. business office.

**Policy Statement/Enforcement:**

Failure to complete the exterior construction as stated in the original approved building plan within two (2) years following start of construction will result in a \$100.00 per day fine until construction is completed. This fine is payable to Paradise Community Club, Inc. and will result in a lien against the lot and foreclosure action will be taken if the lien is not resolved.

**COVENANT NUMBER 12**

No mobile or manufactured home will be placed hereafter on any residential lot that does not conform to Lewis County Building Code. Permits must be in business office before mobile or manufactured home is placed on any lot within Paradise Estates.

**Policy Statement/Enforcement:**

Failure to receive the required permit will be reported to Lewis County for appropriate action. Failure to provide a copy of the permit to the Paradise Community Club, Inc. business office will result in a \$100.00 per day fine until the permit is provided. This fine will be added to the annual assessment. Failure to pay the annual assessment plus fine will result in a lien against the lot and foreclosure action will be taken if the lien is not resolved.

**COVENANT NUMBER 13**

Anyone wishing to remove trees from their property may do so as long as they are not along No-Name Creek, Big Creek or bordering the greenbelt and wetland areas. In these cases, you must contact the Business Office for a map of the areas and guidelines on what trees may be felled and where. Failure to do so will result in Association fines, and contacting the Department of Fish and Wildlife and Natural Resources. No one is to try and change the flow of the above named streams without permission from Department of Fish and Wildlife, Department of Ecology, Department of Health and notification to the Paradise Community Club, Inc. Business Office. Permits for this type of work must be on file at the Business Office before work starts. No removal of rocks, logs, or debris from the flow of a stream is permitted without prior approval from the above named State of Washington and Federal Departments. Permits must be on file in the Business Office.

**Policy Statement/Enforcement:**

The removal of trees along No-Name Creek or Big Creek or bordering the green belt and wetland areas will result in a fine as determined appropriate based upon the true value of the trees and any damages caused to the area. This fine is payable to Paradise Community Club, Inc. and failure to pay said fine will result in a lien against the lot owner's property and foreclosure action being taken if the lien is not resolved.

**COVENANT NUMBER 14**

Where trees have been removed, you must have the slash and other fire hazards removed within one year from cutting.

**Policy Statement/Enforcement:**

Failure to remove slash and other fire hazards within one year will result in a \$100.00 per day fine until such time as the infraction is resolved. This fine will be added to the annual assessment and failure to pay the annual assessment and fine will result in a lien against the property and foreclosure action taken if the lien is not resolved..

**COVENANT NUMBER 15**

Property owners shall maintain their lot(s) free of trash, tall grass and all other fire hazards. If this is not completed in a timely manner, Paradise Community Club, Inc. will have it done for the property owner at the property owner's expense.

**Policy Statement/Enforcement:**

A timely manner is normally defined as within two weeks of notice to take corrective action, except where fire hazards is the case, timely is within 24 hours. Failure to comply with this covenant will result in a fine of \$100.00 per day until the problem has been resolved. At the owner's expense implies this fine. This

fine will be added to the annual assessment and failure to pay the annual assessment plus the fine will result in a lien against the property and foreclosure action will be taken if the lien is not resolved.

**COVENANT NUMBER 16**

Fencing shall conform to Lewis County Code.

**Policy Statement/Enforcement:**

Any infraction of this covenant will be reported to Lewis County for appropriate action.

**COVENANT NUMBER 17**

Prior to the issuance of a building permit and prior to construction of individual sewage disposal facilities on any lot, approval of and a permit for must first be obtained from the Lewis County Department of Health. The current regulations of the Lewis County Department of Health, at the time the application is submitted, shall be followed.

**Policy Statement/Enforcement:**

Any infraction of this covenant will be reported to Lewis County for appropriate action.

**COVENANT NUMBER 18**

Any building or fencing that is erected must comply with the Lewis County Code. Paradise Estates will work in conjunction with Lewis County to enforce these requirements.

**Policy Statement/Enforcement:**

Any infraction of this covenant will be reported to Lewis County for appropriate action.

**COVENANT NUMBER 19**

Ownership of all lots abutting Big Creek and No-Name Creek shall be subject to a 25-foot easement paralleling their banks for walking access to Big Creek and No-Name Creek for all members of Paradise Community Club, Inc. exclusively.

**Policy Statement/Enforcement:**

Any infraction of the covenant shall be reported to Lewis County and/or Washington State authorities, as appropriate.

**COVENANT NUMBER 20**

No poultry or livestock shall be kept or maintained within Paradise Estates.

**Policy Statement/Enforcement:**

The owner of livestock or poultry will be given a 30 day notice to remove same from their lot. After the 30<sup>th</sup> day, the owner will be fined \$100.00 per day until the problem has been resolved. This fine will be added to the annual assessment and failure to pay the annual assessment and fine will result in a lien against the property and foreclosure action taken if the lien is not resolved.

**COVENANT NUMBER 21**

No hunting shall be permitted within Paradise Estates.

**Policy Statement/Enforcement:**

Violation of the no hunting rule will be reported to the Department of Fish and Wildlife and will result in a fine of \$500.00 per offense. This fine will be added to the annual assessment and failure to pay the annual assessment and fine will result in a lien against the property and foreclosure action taken if the lien is not resolved.

**COVENANT NUMBER 22**

The use of all firearms or air guns (BB, Pellet, Paint ball, Air Soft, Potato guns) is prohibited within Paradise Estates.

**Policy Statement/Enforcement:**

Violation of the firearms rule will be reported to the Lewis County Sheriff and will result in a fine of \$100.00 per infraction.

**COVENANT NUMBER 23**

It shall be a violation of these covenants to establish a water connection to a source other than Paradise Community Club, Inc./Paradise Estates Water Department. Such violations should be reported to the Paradise Community Club, Inc. business office immediately.

**Policy Statement/Enforcement:**

Violation of this covenant will result in the lot owner's water being turned off and a fine of \$100.00 will be assessed. This fine will be added to and payable at the time of payment of annual assessments. Non-payment of dues and fines will result in a lien against the owner's lot and foreclosure action taken if the lien is not resolved.



**COVENANT NUMBER 24**

All dogs residing within Paradise Estates shall be kept on a leash or chain or fenced when outside the residence or off the property owner's property. Whenever the animal is outside the owner's property, the owner is responsible to pick up any dog residue and dispose of it by bagging and placing the residue in a community trash can or one at the owner's residence.

**Policy Statement/Enforcement:**

See Covenant Number 25.

**COVENANT NUMBER 25**

Dog owners must not allow their animals to become an annoyance to other residents by frequent/prolonged barking. Owners in violation will be reported to Lewis County Sheriff's office upon complaint.

**Policy Statement/Enforcement:**

Dog owners not in compliance with these covenants will be given a written warning for a first offense. For a second infraction the owner will be fined \$100.00 payable to Paradise Community Club, Inc. This fine will be added to the annual assessment and failure to pay the annual assessment and fine will result in a lien against the property and foreclosure action taken if the lien is not resolved.

**COVENANT NUMBER 26**

All lots within Paradise Estates shall be kept free of trash, inoperable vehicles or any materials hazardous to health.

**Policy Statement/Enforcement:**

Failure to remove trash, inoperable vehicles or any materials hazardous to health, from the owner's lot, will result in a written first warning. A second warning will include a \$100.00 per day fine until the infraction is resolved. This fine will be added to the annual assessment and failure to pay the annual assessment and fine will result in a lien against the property and foreclosure action taken if the lien is not resolved.

**COVENANT NUMBER 27**

Only vehicles in operating condition and used by the owner for principal or secondary transportation will be permitted to be parked in a driveway. No vehicles shall be parked along the roads within Paradise Estates.

**Policy Statement/Enforcement:**

Vehicles not in operating condition or parked along the roads within Paradise Estates shall be considered abandoned. The owner will be given a written notice that the vehicles must be removed within 30 days of the warning notice. Failure to remove the vehicles will result in a fine of \$100.00 per day until such time as

the vehicles have been removed. This fine will be added to the annual assessment and failure to pay the annual assessment and fine will result in a lien against the property and foreclosure action taken if the lien is not resolved

**COVENANT NUMBER 28**

Only one residential trailer/motor home/camper/camp trailer/tent shall be allowed to permanently occupy any lot within Paradise Estates except for the purpose of short-time camping only, and then only for a period of 30 days at a time. The trailer/motor home/camper/camp trailer/tent must be removed from Paradise Estates for a period of 24-hours for dumping.

**Policy Statement/Enforcement:**

This covenant is further clarified to state that an exception to the rule is those living facilities connected to an approved septic system are exempt. Trailers, campers, motor homes, camp trailers, not on a septic system but used as a residence must be removed as stated in the covenant. Failure to comply with this policy will be reported to Lewis County for appropriate action and a \$100.00 per day fine imposed until the owner complies with the requirements of this covenant.

**COVENANT NUMBER 29**

Septic systems shall be located, designed and installed as specified by the Lewis County Health Department.

**Policy Statement/Enforcement:**

Any infractions will be reported to Lewis County for appropriate action. A copy of any approved permit must be provided to the Paradise Community Club business office prior to commencement of any installation of a septic system. Failure to provide the permit will result in the project being denied access to water until such a time as the permit is on file at the Business Office.

**COVENANT NUMBER 30**

Refuse dumpsters are not allowed to remain permanently on roadway/curbside. These dumpsters create a potentially hazardous condition and are unsightly to the community. Dumpsters may remain along side of the roadway for a period of 48 hours for trash pickup (24 hours prior to pickup and 24 hours after pickup) and then removed to the owner's property.

**Policy Statement/Enforcement:**

Failure of the owner or renter to remove these dumpsters in the timely manner stated will result in a written first warning from the PCC Board. After the 31st day of the PCC Board's warning, a second warning will be issued by the PCC attorney. After 15 days from that warning a fine of \$100.00 per day will be imposed.

### **COVENANT NUMBER 31**

No signs, flyers or posters of any kind will be displayed to the public view on or from any lot within the premises of Paradise Estates that are noxious, offensive or derogatory in nature or may become an annoyance, nuisance or damage to the neighborhood or any person/s or lot owner. Informative and directional signs such as "For Rent or Sale" or "Lost Pets" may be posted but are to be of reasonable size and shape and are to be removed following the conclusion of the event. Address, lot identification and personal property signs such as "No Trespassing" or "Keep Out" may be posted without restrictions but should present a neat and tidy appearance. Any signs, posters, notices or flyers to be posted on the official bulletin boards need the permission of the Board President.

#### **Policy Statement/Enforcement:**

Any violation of this covenant will result in a notice to the lot owner to correct the discrepancy within 10 days of the notice or after the 11<sup>th</sup> day the owner will be fined \$100.00 per day until the correction has been made. This fine will be added to the annual assessment and payable in addition to the said assessments. Failure to pay the annual assessment plus the fine will result in a lien against the lot and foreclosure action will be taken if the lien is not resolved. Repeat offenders will be fined immediately without additional notification.

### **COVENANT NUMBER 32**

Due to the risk of fire or personal injury, the lighting or deployment of fireworks within Paradise Estates is forbidden.

#### **Policy Statement/Enforcement:**

Any violation of this covenant will result in a warning notice to the lot owner stating that any subsequent Fireworks infraction will result in a \$100 fine. Any unpaid fine will be added to the annual assessment and will be payable in addition to said assessment.

### **COVENANT NUMBER 33**

In order to preserve the peaceful nature of our community, it shall be a violation to disturb neighbors with excessive or persistent noise. Violations should be reported to the Association's business office. Extreme noise violations may also be reported to the Lewis County Sheriff's office.

#### **Policy Statement/Enforcement:**

Any violation of this covenant will result in a warning notice to the lot owner stating that each subsequent noise infraction will result in a \$100 fine. Any unpaid fine will be added to the annual assessment and will be payable in addition to said assessment.

**APPENDIX A**

**PARADISE COMMUNITY CLUB, INC.**

**RENTAL AGREEMENT**

PARADISE COMMUNITY CLUB, INC.  
PO BOX 42  
ASHFORD, WA 98304

(360) 569-2669  
pcc007@centurytel.net

**RENTAL AGREEMENT**

I, \_\_\_\_\_, affecting or currently under rental agreement with (Property Owner) \_\_\_\_\_, occupying/will occupy a residence at (Lot Number) \_\_\_\_\_, have been provided a copy of the Paradise Community Club, Inc. Membership Handbook. I have read, understand and agree to abide by the conditions set forth in the Membership Handbook. I understand that if I am in violation of this agreement that action may be taken to terminate my rental agreement.

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Signature of Property Owner      Date

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Signature of Tenant      Date

Tenant's Mailing Address: \_\_\_\_\_

Tenant's Physical Address: \_\_\_\_\_

Tenant's Telephone Number: \_\_\_\_\_

**A copy of this agreement must be returned to Paradise Community Club, Inc. business office to be place in owner's file. Thank you**

**APPENDIX B**

**PARADISE COMMUNITY CLUB, INC.**

**BY-LAWS**

## **Appendix B**

Revision #5 (Effective 6-3-2012)

# **BY-LAWS OF PARADISE COMMUNITY CLUB, INC. INCLUDING ALL REVISIONS THROUGH June 3, 2012**

---

### **ARTICLE I**

- Section 1.** This corporation shall be conducted as a non-profit corporation for the purposes set forth in Articles of Incorporation.
- Section 2.** The purpose for which this corporation was created may be altered, modified, enlarged, or diminished by a vote of a quorum at a meeting duly called for such purpose, notice of which meeting shall be given as herein provided. A quorum shall consist of a total of forty (40) members represented in person and/or by proxy.

### **ARTICLE II**

- Section 1.** The membership of the corporation shall consist of and be limited to the incorporation and the owners or purchasers of lots in the area described as follows:
- Plat of Paradise Estates and any additions or areas adjacent thereto which hereafter may be developed as divisions of Paradise Estates, in the County of Lewis, State of Washington.
- The privileges and facilities of the corporation shall be extended to the spouse and children of a member and may be extended to guests under such rules and regulations as stated in the covenants, By-Laws, and Policy Handbook.
- Section 2.** The membership shall be inseparable appurtenant to the lot or lots owned or being purchased by the members and upon the transfer of ownership or the making of a contract for the sale thereof, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee. No membership may be conveyed or transferred in any other way inter vivo. In the event of the death of the member, the membership shall pass in the same manner and to the same persons as does the lot or lots.

**Section 3.** Lot owners or purchasers shall have one membership regardless of the number of lots so owned or purchased. Such membership shall be entitled to cast one vote for per membership. The purchaser under a contract of purchase shall be deemed to be an owner for membership purposes. If any lot is held by two or more persons, the several owners of the lot shall be entitled collectively to cast one vote.

### **ARTICLE III**

#### **MEETINGS**

**Section 1.** Annual meetings of the corporation shall be held at the principal place of business of the corporation or as such other places as the trustees may elect. Notice thereof shall be given by the secretary in writing, postage prepaid, by U.S. Mail, to the address of each member appearing on the books of the corporation, the mailing date thereof to be not less than ten days prior to the meeting. At such a meeting, the membership shall elect trustees as herein provided and transact such other business as may properly come before them. Annual meetings of the corporation will be conducted following *Roberts Rules of Order*.

**Section 2.** Special meetings of the corporation may be called at any time by the majority vote of the Board of Trustees, or by the President, or by any ten (10) members. In the event any ten members shall desire to call a special meeting, they shall make written request thereof the Secretary and upon receipt thereof, the Secretary is then empowered to call a special meeting on said members' behalf. Notice of a special meeting, stating the purpose thereof shall be given by the Secretary to all members in the same manner as notice is given of the annual meeting.

**Section 3.** At all annual and special meetings of the membership of the corporation, 40 members present in person or by written proxy ballot restricted to specific items as determined by the Board of Trustees, filed with the Secretary at or before the meeting, shall constitute a quorum for the transaction of any business appropriate to a members' meeting, except as provided in Article VIII, Section I. A majority of the votes of the members constituting a quorum shall be sufficient to transact business unless a greater number of votes are required by law, the Articles of Incorporation, or these By-Laws, with respect to some specified section.

**Section 4.** Members in good standing have the right to vote by mail-in ballot. Completed ballots must be signed and returned to:

Paradise Community Club  
Ballot Chairperson  
P.O. Box 42  
Ashford, WA 98304



Mail-in Ballots must be received by the deadline stated in the voting packet but in no case with less than 48 hours prior to an annual, special, or general board of directors meeting. Mail-in ballots will remain unopened, and counted only at the applicable meeting. The vote count will be conducted and validated by two Board members and two appointed committee members from the general membership.

**Section 5.** The Board of Trustees shall meet following the annual meeting of the members. Other board meetings shall be held on the second Sunday of every other month, unless rescheduled with advance notification to the membership. The Secretary shall give each trustee notice of all regular and special meetings. Any interested member is encouraged to contact any board member for confirmation and location of specified meetings but formal notice to general membership is not required.

#### **ARTICLE IV**

#### **TRUSTEES**

**Section 1.** The corporate powers of this corporation shall be vested in and exercised by or under the authority of a Board of Trustees. The number of trustees who shall manage the affairs of this corporation shall not be less than five or more than nine.

**Section 2.** The trustees elected by the members at the annual meeting held July 19, 1972 to succeed the then existing Trustees named in the Articles of Incorporation shall be elected as follows:

Three (3) Trustees for three (3) years

Three (3) Trustees for two (2) years

Three (3) Trustees for one (1) year

Three (3) Trustees to be elected every year thereafter, each for three (3) year terms.

Each trustee must be in good standing which means all dues and utility bills are paid in full with no adverse action(s) pending against them.

**Section 3.** In the event a trustee can no longer qualify as an owner or purchaser of a lot and ceases to be a member, the Trustee shall thereupon also automatically cease to be a trustee. The position shall become vacant without the necessity of any action of the board. Any vacancy occurring in the board of trustees shall be filled by appointment by a majority of the remaining trustees. A trustee appointed to fill a vacancy shall hold office until the next annual meeting of the members at which time they shall elect a trustee to fill the corresponding 3-year term.

- Section 4.** If any member of the Board of Trustees should be unfavorably removed from the board, that member shall not serve on the board or hold an office for a period of five years from the date of removal.
- Section 5.** A majority of the trustees shall constitute a quorum for the transaction of any business.
- Section 6.** Should any Board of Trustees member resign, then he or she may appoint a replacement to finish the term, with the approval of the Board of Trustees.
- Section 7.** Employees and Contractors working on behalf of Paradise Community Club, Inc. and/or its subsidiaries and /or affiliates shall not hold an officer or trustee position within the association.

## ARTICLE V

### DUTIES OF TRUSTEES

- Section 1.** Subject to any limitation in the Articles of incorporation and these by-Laws, and the laws of the States of Washington, all the business and affairs of the Corporation shall be controlled and conducted by the Board of Trustees. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly agreed that the trustees shall have the following duties.
- (A) To elect and remove all the officers, agents and employees of the corporation and to prescribe such powers and duties for them as may be consistent with the laws of the State of Washington, the Articles of Incorporation, and these By-Laws.
  - (B) To keep a complete record of all minutes and acts and to present a full statement to the regular annual meeting of the members.
  - (C) To fix and establish the annual dues and any other special assessments in accordance with these By-Laws.
  - (D) To obtain approval of the membership in accordance with the By-Laws before selling any real property held by the corporation, furthermore any property transfer will be reported to Lewis County Assessor.
- Section 2.** Members of the Board of Trustees shall be reimbursed by the corporation for such reasonable expenses as they may necessarily incur in pursuance of the business of the corporation. Except the office of Secretary and Treasurer who will be paid \$600.00 annually, prorated at \$50.00 per month to cover duties of each office.

## ARTICLE VI

### OFFICERS

- Section 1.** The Board of Trustees immediately following the annual meeting of the members each year, shall appoint a Secretary, and a Treasurer.
- The General Membership shall have the right to nominate and to vote for the positions of President and Vice-President on the Board of Directors.
- Section 2.** Any officer may be suspended or removed by a majority vote of the trustees. Any Vacancy occurring in an elective office may be filled by the Board of Trustees upon a majority vote.
- Section 3.** Officers shall be reimbursed by the corporation for such reasonable expenses as they may necessarily incur in pursuance of the business of the corporation. The Board of trustees may authorize compensation for any officer.

## ARTICLE VII

### DUTIES OF OFFICERS

- Section 1.** The President shall act as chairman at all meetings of the members and preside at all meetings of the Board of Trustees. The President shall sign all contracts or instruments for the Corporation as approved by the Board of Trustees, and perform such other duties as may be required.
- Section 2.** The Vice-President shall preside at all meetings in case of the absence or disability of the President and assume all duties of the president during such periods or absence or disability and shall perform such other duties as the Board of Trustees may require.
- Section 3.** The Secretary shall issue all notices and shall attend and keep minutes of all meetings of the members and of the board. The Secretary shall have charge of all corporate books, records, papers and the corporate seal. The Secretary shall attest with signature and impress with the corporate seal all instruments executed for the corporation. The Secretary shall perform all such other duties as are incidental to the office or as may be required by the Board of Trustees.
- Section 4.** The Treasurer shall receive, keep safely and ensure deposit in such bank or banks as may be designated by the Board of Trustees, all funds, securities and liquid assets of the corporation, in its name, and for its account. The Treasurer shall disburse the funds of the corporation only under the direction of the board of trustees. The Treasurer shall ensure the production of reports of the finances and transactions of the corporation as may be required by the Board of Trustees. The Treasurer shall prepare and present to the annual

meeting of the members a full statement showing in detail the financial condition of the affairs of the corporation.

## **ARTICLE VIII**

### **DUES AND ASSESSMENT'S**

- Section 1.** For the purpose of financing the activities of the corporation, it is hereby declared that all the lots within the jurisdiction of the corporation shall be charged and/or assessed an equal amount per lot per year.
- Section 2.** The annual dues shall be due and payable February 1<sup>st</sup> of each and every year.
- Section 3.** Any dues herein set forth and/or authorized shall be and become a lien upon the property of the membership if not paid when due.

## **ARTICLE IX**

### **AMENDMENTS**

- Section 1.** These By-Laws may be amended at any time by a vote of a majority of a quorum of the membership.

## **ARTICLE X**

### **CORPORATE SEAL**

- Section 1.** The seal of the corporation shall be in circular form and shall contain the words:

PARADISE COMMUNITY CLUB, INC.

Corporate Seal

State of Washington

In the form and style as affixed in these By-Laws by the impression of said corporate seal.

**ARTICLE XI**

**ORIGINAL DATE ADOPTION**

**Section 1.** These By-Laws are duly adopted as amended by the corporation and the corporate seal affixed on the 3rd day of June, 2012.

**Originators Signatures**

**Board of Trustees**

**Dated:** July 15, 1973

June 3, 2012

Oral Blackburn

Sara Holmgren

Ben Knoell

Sonja Maddux

Arnie L. Smith

Elizabeth Marzano

Lorraine K. Westmark

Calvin Porter

John Weidenhoft

Bill Krause

Herb Kassner

Joan Williams

Stephen Olson

Bill Balcom

Brett Anderson

**APPENDIX C**

**PARADISE COMMUNITY CLUB, INC.**

**ARTICLES OF INCORPORATION**

**ARTICLES OF INCORPORATION  
OF  
PARADISE COMMUNITY CLUB, INC.**

**KNOW ALL MEN BY THESE PRESENTS:** We, the undersigned, natural persons of the age of twenty-one years or more, and citizens of the United States, acting as incorporators of the corporation under the provisions of the Washington Non-Profit Corporation Act (R.C.W. 24.03), adopted the following Articles of Incorporation for such corporation:

**ARTICLE I**

The name of the corporation shall be **PARADISE COMMUNITY CLUB, INC.**

**ARTICLE II**

The duration of the corporation shall be perpetual.

**ARTICLE III**

The purposes for which the corporation is formed are:

- (1) To provide adequate means, whether financial or otherwise, for the maintenance, repair, replacement, upkeep, control and use of all property, whether real or personal owned by the corporation, including a water system.
- (2) To purchase, accept, or otherwise acquire, own and hold, construct, improve, develop, repair, maintain, operate, care for and/or dispose of, recreational areas, water systems, fences, walks, alloys, community buildings, and/or club house, utilities of any nature whatsoever, and in general, community facilities appropriate for the convenience, entertainment, relaxation, use and benefit of its members.
- (3) To acquire by gift, purchase, lease or otherwise, and to own, hold, enjoy, maintain and to convey, sell, lease, transfer, mortgage and otherwise encumber and dedicate for public use and/or otherwise dispose of, real and personal property wherever situated.
- (4) To pay taxes and assessments
- (5) To levy and collect annually such charges and/or assessments as may be necessary in the judgment of the Board of Trustees and in pursuance of the By-laws of this corporation; to carry any and all of the purposes for which this corporation was formed; to expend such money so collected in accordance with the By-laws of this corporation, and the payment of the costs, expenses and obligations incurred by such corporation in carrying out

any or all of its purposes.

- (6) To do and perform any and all acts which may be either necessary or incidental to the exercise of any of the foregoing purposes and/or powers.
- (7) All of the foregoing purposes and/or powers are to be exercised and carried into effect for the purpose of serving and applying the things above set forth for the benefit of all lot or tract owners of the Plat of Paradise Estates and/or any additions or subdivisions thereof as situated in Lewis County, State of Washington, and any other areas adjacent thereto which hereafter may be developed as tracts or divisions of the Plat of Paradise Estates.

#### **ARTICLE IV**

Membership shall be inseparably appurtenant to lots within the above mentioned plat and/or plats owned by the members and upon transfer of ownership or contract for sale of any such lot or lots membership shall ipso facto be deemed to be transferred to the grantee or contract purchaser.

#### **ARTICLE V**

The number of trustees of this corporation shall not be less than five or more than nine. The names of the trustees who shall manage the affairs of the corporation for not more than six months until the members elect the trustees are:

|                 |  |
|-----------------|--|
| Arnold Olson    | 7305 California, Seattle, Washington             |
| S.P. Putnam     | 1010 Edmonds Street, Edmonds, Washington         |
| Harry Davidson  | 511 72 <sup>nd</sup> Street, Everett, Washington |
| N. W. Vance     | Route 2, Bainbridge Island, Washington           |
| Howard C. Kafer | 1528 Rucker, Everett, Washington                 |

#### **ARTICLE VI**

The registered office and post office address of this corporation shall be: (changed June 1, 2000)

Paradise Community Club, Inc.  
PO Box 42  
Ashford, WA 98304

#### **ARTICLE VII**

The qualification of the members of said corporation, the voting and other rights and privileges shall be set forth in the By-laws of the corporation.

#### **ARTICLE VIII**

The authority to make By-laws for the corporation is vested in the members of the corporation.