

# Cowlitz Timber Trails Association (CTTA)

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## Bylaws

### Proposed Bylaw Changes

July 21, 2001 | June 14, 2003 | July 15, 2006 | July 17, 2010 | July 20, 2013 | July 19, 2014 | July 18, 2015 | July 16, 2016 | July 22, 2017 | July 21, 2018 | July 20, 2019 | August 14, 2021 | July 16, 2022 | July 20, 2024 | July 19, 2025

### Approved and Adopted

July 19, 2025 | By the Membership

## Mission Statement

**“TO PROVIDE A POSITIVE CAMPING AND RECREATIONAL EXPERIENCE FOR THE CTTA MEMBERSHIP.”**

## Basic Principles

- 1. Promote a safe and quality camping experience for the membership.**
- 2. Preserve and protect the natural beauty and use of the Association’s property and assets.**
- 3. Promote the Bylaws, Campground, Recreational, Building Rules, and Regulations are enforced in a fair uniform manner, without discrimination or prejudice towards any person or group.**

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### *Definitions of Bylaws, Rules and Regulations*

**BYLAW:** Any of the set of rules adopted by an organization or assembly for the governing of its meeting or affairs.

**RULE:** An authoritative regulation for action, conduct, method, procedure, arrangement, etc. An established practice that serves as a guide to usage. A complete set of code of regulations. A fixed principle that determines conduct, habit, way of acting and behavior.

## Article I – General

### SECTION 1.1 – NAME

The name of the Association is Cowlitz Timber Trails Association, hereafter referred to as CTTA; a non-profit Association organized in 1969 and existing under the applicable laws of the State of Washington.

### SECTION 1.2 – LOCATION

CTTA is located at 1988 Spencer Road (PO BOX 89), Salkum, WA 98582. Telephone number is (360) 985-2565 or 360-985-2788 and FAX is (360) 985-7785. This is the registered Business Office of CTTA. The primary contact will be the business office. E-Mail address is [office@cowlitztimbertrails.com](mailto:office@cowlitztimbertrails.com) and the web page address is [www.cowlitztimbertrails.com](http://www.cowlitztimbertrails.com).

### SECTION 1.3 – CTTA PURPOSE

CTTA shall be conducted as a non-profit corporation for the purposes set forth in the Articles of Incorporation, primarily for the purpose of providing camping and recreational activities for its members and their guests.

### SECTION 1.4 – CAPITAL STOCK

CTTA shall have no capital stock and no shares shall therefore be issued.

### SECTION 1.5 – FACILITIES

- A. **Property and facilities** purchased, acquired, leases held, licensed, owned or operated by CTTA are for the use and enjoyment of CTTA members and their guests.
- B. **Blocks** are those areas designated by the Board of Directors in which lots/sites are assigned. The Campground is made up of thirteen blocks. Each block has a Block Director/Representative or a Pro-Tem ([SEE ARTICLE V, SECTION 5.2](#)), who is also a member of the Board of Directors. ([SEE ARTICLE V, SECTION 5.16](#))
- C. **Lots/Sites** are those areas designated by the Board of Directors for use of CTTA members and their guests. A specific lot/site chosen by a candidate shall be assigned with each membership, and shall entitle the member to the exclusive use of the lot/site, as long as the member is in good standing and strictly complied with the terms and conditions of these Bylaws and the Campground, Recreational and Building Handbook rules and regulations, hereafter referred to as CRBH. Members acquire no fee ownership or leasehold interest in specific lots/sites.
- D. **Common Property** is areas of land and facilities designated by the Board of Directors for the common use of CTTA members and their guests. Common property, generally speaking, is that property (land and facilities) outside of the member’s assigned lot(s)/site(s) for the common use of CTTA members and their guests, unless otherwise posted “for restricted use only”.
- E. **Acts of God, Nature and Personal Property:** Though CTTA has insurance coverage for the protection of CTTA, its employees, property and assets, it is not responsible for the personal property of the individual membership or their guests. The membership and its guests are expected and strongly encouraged to insure their own family, personal property and belongings with the insurance company and coverage of their choice.

## SECTION 1.6 – FISCAL YEAR

CTTA's fiscal year shall be from July 1<sup>st</sup> through June 30<sup>th</sup> of each year.

## SECTION 1.7 – GENERAL MEMBERSHIP MEETING

~~The annual meeting of the membership shall be held on the 3<sup>rd</sup> (third) Saturday of July at 9:00 a.m. in the lodge, unless otherwise notified. Official recorded minutes of the meeting will be reviewed and approved by the Board of Directors at their next regular scheduled meeting.~~ CHANGE AND MOVE TO 9.1 – GENERAL MEMBERSHIP MEETING 7/19/25

## SECTION 1.8 – ACQUISITION OF A MEMBERSHIP

Memberships may be acquired by direct purchase or through a contract with CTTA or a current member. In such cases where the membership is purchased direct from a current member, in good standing, the agreement is between the seller and the buyer and CTTA cannot be held liable for any disagreements between the seller and the buyer. However, in both cases the member is still subject to all of these Bylaws and the CRBH rules and regulations of CTTA. In either case the financial transaction will be routed through Sales and the CTTA business office. The transaction will be reviewed and approved by the Board of Directors at their next regularly scheduled meeting.

## SECTION 1.9 – CTTA POWER

- A. CTTA shall have the power to levy and collect such membership dues and assessments as may be fixed from time to time by the Board of Directors as accepted and approved by the general membership vote at the annual meeting or any meeting so called. Fees and fines are to be established by the Board of Directors pursuant to the provisions of [PARAGRAPH 3.1 K](#) below. Any such fees or fines may be reviewed by the membership at the annual meeting or at any special meeting called for that purpose by following the same procedures established by [ARTICLE XII, SECTION 12.2](#) for amending the CRBH.
- B. The Board of Directors shall have full authority to:
  1. Determine if the members are acting in compliance with these Bylaws and the CRBH rules and regulations then if effect; and
  2. Take the necessary action to ensure such compliance. This power and authority has been given to the Board of Directors to:
    - 1) Promote and ensure the safety and quality of life of the members and their guests;
    - 2) Preserve and protect the natural beauty and use of the CTTA's property and assets;
    - 3) To ensure that these Bylaws and CRBH rules and regulations are administrated and enforced in a fair and uniform manner, without discrimination or prejudice towards any person or group.
- C. Any employee, work-camper or volunteer terminated, for cause, may be restricted from CTTA property, at the discretion of the Board of Directors by a majority vote.
- D. The Board of Directors, acting as a committee of the whole, shall have the power to correct or discipline a member or revoke a membership and/or permanently bar a member, or guest, from CTTA property, based on such members, or guest, egregious (remarkable bad, flagrant, or undesirable qualities) conduct and/or continued violation of CTTA Bylaws and/or CRBH rules and

regulations after his/her rights of appeal, and after following the grievance process set out in [ARTICLE IV, SECTION 4.2](#) of these Bylaws, or in accordance with other exceptions, as set forth in this document.

- E. No Board may incur indebtedness against any CTTA properties or assets, for which there are insufficient funds to cover, without calling for a general membership meeting for a vote, by ballot.

## Article II – Memberships

### SECTION 2.1 – REQUIREMENTS FOR MEMBERSHIP

#### Eligibility

1. An individual **applicant for membership** must be **at least 18** (eighteen) years of age **and pass a current background check**. Multiple ownership of a single membership is prohibited, except as husband and wife, and/or Domestic Partners as recognized by the State of Washington.
2. The Board of Directors has discretion to approve or deny membership on any basis, provided that it will not violate any State or Federal laws prohibiting discrimination (based upon race, creed, color, marital status, age, religion, or the presence of any sensory, mental, or physical disability).
3. **Required to maintain on record current and accurate mailing address/phone number/email.**

#### A Member in Good Standing

1. A member in good standing is one who is in compliance with all the Bylaws and CRBH rules and regulations of CTTA, including financial accounts. (Personal property taxes are the responsibility of the member.)
2. A member in good standing is one whose membership rights are not currently under suspension or termination as provided by rights of appeal, or exceptions, stated within these Bylaws and the CRBH rules and regulations.
3. For the purpose of establishing if a member is in good standing to serve as a Block Director or to have voting rights for any voting item, the following standard is established:
  - a. No outstanding account balance larger than \$50 for more than 45-days;
  - b. Lewis County Personal Property Tax must be current;
  - c. No active suspension or termination of membership pending for the membership;
  - d. No compliance inaction beyond 45-days of a certified mail notification date.

### SECTION 2.2 – MEMBERSHIP

#### Membership

- A. A membership shall constitute a certificate, listing husband and wife and/or domestic partners where applicable, granting the holder of such membership the right to the exclusive use of the designated lot/site. All groups or organizations, of any kind, are expressly precluded from obtaining membership in any form or fashion. The membership of CTTA shall consist of those persons qualified and accepted as members of CTTA.

## Membership Equity

- B. Members acquire no fee ownership, leasehold, easement, or any possessory interest in any lots/sites, or other real or personal property whatsoever owned or controlled by CTTA, except in the event of liquidation of CTTA as provided for in [ARTICLE II, SECTION 2.6](#) of these Bylaws.

## Membership Entitlements and Privileges

- C. Membership in CTTA accords the holder to all the rights and privileges granted by CTTA's Articles of Incorporation, Bylaws and CRBH rules and regulations, and requires each member to uphold and to act in accordance with these Bylaws and CRBH rules and regulations presently in effect or hereafter amended.

## All Members

- D. All members and their guests will obey all Federal, State and Local laws and ordinances, applicable to CTTA, while in the campground or on CTTA property.

## Brothers and Sisters

- E. ~~Brothers and Sisters as defined by the laws of our nation and the membership holder, and validated by the same, are part of the definition of family. They would have the same privileges as other family members except they will only have a temporary gate card and must be pre-registered by the member prior to each visit. This may be done either in writing or by phone by the member to the office. All rules and regulations would apply regarding days of use, conduct, etc.~~ REMOVED 7/19/25

## SECTION 2.3 – LENGTH OF STAY AND SCHOOL RESTRICTIONS

### Permanent residency is prohibited

1. No one, not even CTTA employees and work-campers<sup>1</sup>, are allowed to stay in the campground for more than (60) consecutive days and must vacate CTTA properties **24 consecutive hours, or more**, during any (60) consecutive days. A member found in violation is subject to disciplinary action, consisting of possible fines, suspension and/or termination of membership(s).
2. No more than an aggregate amount of 180 days, per assigned lot/site (membership), per year, is allowed in the campground. Provided #4 below is adhered to.
3. A member who has two or more assigned lots/sites (memberships) may stay up to an aggregate amount of 270 days per year in the campground, provided the days in the campground are distributed over the assigned lots/sites and in compliance with the provisions of #1 above and #4 below.
4. No more than an aggregated amount of 60-days, per assigned lot/site (membership), per year, is allowed in the campground, before a lot/site sewer holding tank shall be installed. See the [CRBH](#) for further details, [CHAPTER 3, ITEM A-1](#).
5. Day for determining length of stay shall be calculated and defined as a 24-hour period beginning with the time the member enters the park. Not by calendar days as previously used to interpret length of stay. Periods of less than 8 hours in duration shall be considered as lot maintenance and not counted as use days against the members allotted membership time. *(approved change 7/20/13)*

## SECTION 2.4 – SPECIAL MEETINGS

The President or the Board of Directors, acting as a whole, unless otherwise prescribed by statute, may call special meetings of the membership, for any purpose or purposes. No business shall be transacted except as specified in the notice calling the meeting, unless a motion is introduced and approved by the majority. Written notice stating the place, day, and hour of the meeting, shall be delivered not less than 30 (thirty) days nor more than 50 (fifty) days before the date of the meeting, by mail, to each member of record entitled to vote as such meetings. When mailed such notice 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 CTTA, with postage thereon prepaid.

## SECTION 2.5 – MEMBERSHIP SALES, TRANSFERS, PURCHASES

### Membership Sales

- A. A new member shall be accorded voting rights after date the sale is approved by the Board of Directors and he/she has evidenced purchase of a membership and committed to payment of membership dues, fees, assessment/capital expenditures and personal property taxes, as required by the Bylaws and the CRBH. If there is a question regarding a new member's qualification to vote, it shall be decided by the Board of Directors based on the facts and data surrounding the issue.
- B. **The Board of Directors or its authorized agents** can sell memberships on contract terms and those contracts shall bear interest at the rate of twelve percent (12%) per annum simple interest.
- C. **CTTA memberships** are fully saleable, transferable and assignable at the option of the members, except that the Board of Directors must first approve the sales, transfers or assignment as set out in [PARAGRAPH 2.5, D](#) below, must be in full compliance and must be facilitated through the Office.

### Private Sale of Memberships, Including Contracts & Personal Property

- D. All items sold and agreements made are the responsibility of the parties involved. CTTA has the right to enforce the Bylaws and CRBH rules and regulations as to any party to a private contract. The parties involved must notify the CTTA business office prior to any membership changes. A copy of the private sales contract must be filed with the business office.
- E. **Members selling** their own membership must provide the CTTA business office a bill of sale, membership certificate and verified lot/site measurements. All private sales must go through the Sales Committee and/or Business Office. This must be accomplished by the next regular Board meeting. New members will be reviewed for approval at a Board meeting, unless each Board member is contacted in writing or by phone, documented, and a majority vote to the affirmative is given. Buyer shall not become a member prior to Board approval.
- F. **In event of death** of a member, the membership will automatically transfer to spouse or designated heir upon receipt of "evidence of death", i.e., death certificate.

## TRANSFER OF SALE OF MEMBERSHIP

- G. Subject to the conditions imposed by these Bylaws, a membership may be transferred, assigned or conveyed by inheritance, gift or sale, provided that CTTA shall not be required to recognize any such sale or transfer to another unless, and until, all dues, fees, assessments/capital expenditures, fines and/or personal property taxes then due and owing are paid in full. Also, the transferred membership must then, and otherwise, strictly comply with the terms and conditions of CTTA Bylaws and CRBH rules and regulations. It shall be the responsibility of the involved member to present all required and applicable paper work to the Business Office for proper handling before a new certificate will be issued.

## TRANSFER FEE

- H. A family transfer fee set by the Board of Directors, and a private sale transfer fee set by the Board of Directors, will be charged. Both are payable to CTTA to cover the cost of issuing new membership certificates, inspections, etc. A separate certificate will be issued for each lot/site.

## FILING WITH THE BUSINESS OFFICE

- I. Membership certificates, surrendered for sale or transfer, must be filed with the Business Office within 30 (thirty) days of transfer or sale.

## SIGNED STATEMENT

- J. New members or designated member shall be requested to submit to the Business Office a signed statement verifying that they have received and read the Bylaws and CRBH rules and regulations. This signed affidavit will be kept on file in the business office. It shall be the responsibility of all members to read, become familiar with and honor the CTTA Bylaws and CRBH rules and regulations, regardless of whether or not a signed affidavit exists, ignorance of said documents shall be **no** excuse for their compliance.

## SECTION 2.6 – DISSOLUTION OF THE ASSOCIATION

### MEMBERS RIGHTS UPON DISSOLUTION OF CTTA

In the event of dissolution of CTTA, the rights and interests of members of CTTA are controlled and set forth in the revised code of **Washington for Non-Profit Corporations RCW Ch. 24.03** as it may be amended from time to time.

### SECTION 2.7 – LOT APPEARANCE

All lot/sites are to be **kept clean of tall grass, weeds and unsightly material** so that the lot/site will not be an eyesore, and/or a fire or health hazard. All camping, recreational and associated items and equipment will be concealed and/or stowed in a neat and orderly manner when not in use or when the member leaves the campground. Members in violation of this rule shall be notified by mail and **allowed 30 days to clean up the lot/site**. If the member does not respond, said member may be locked out and/or fined or both and the lot/site shall be cleaned up under the direction of the Board of Directors, and any labor costs shall be charged to the membership owner. REMOVED 7/19/25

## SECTION 2.8 – CODE OF CONDUCT

- A. Any member violating the Non-Discrimination and Anti-Harassment Policy (see CRBH for policy) will receive disciplinary action, and will be required to come before the Board of Directors, who will determine the consequences and be subject to fines, suspension, and/or termination of Membership.
- B. Any member whose behavior is determined by the Board of Directors to fall outside this code of conduct by being egregious (see SECTION 1.9 – CTTA POWER, D) in nature to any member or agent of CTTA, or who exhibits a threatening manner toward agents of the CTTA or fellow members is subject to fines, suspension and/or termination of Membership.
- C. Members must use the available CTTA policies, procedures, Committees, and Board of Directors to resolve any grievance with CTTA prior to contacting any County, State, or Federal Agency. If the dispute has not been resolved by these means, both parties shall endeavor to settle the dispute by mediation. The cost of mediation shall be a 50/50 split between the Member and CTTA. Any Member who does not attempt to solve the problem internally may be subject to fines, suspension, and/or termination of Membership.

## Article III – Finances

### SECTION 3.1 – DUES, FEES, ASSESSMENTS/CAPITAL EXPENDITURES, FINES AND/OR PERSONAL PROPERTY TAXES

- A. The Board of Directors shall have charge of regulation and control of all income of CTTA from all sources.

#### BUDGET

- B. Each year, based upon the best estimate available for the cost of operating CTTA's holdings, the Board of Directors shall prepare a budget for the ensuing year and in accordance thereto establish the annual dues, electrical fee and where applicable, other assessments/capital expenditures, payable by the members of CTTA. If there is a proposed increase, it shall be presented to the general membership for their approval. In the event the budget is not approved, such dues shall continue at the prior year's value or the maximum authorized by the general membership.

#### DUES

- C. The Board of Directors shall have the power to designate and fix membership dues, all within the approved budget voted by the general membership at the annual meeting, or otherwise provided for in these Bylaws. Dues are annual charges for the use of a membership and are primarily used to cover the operational expenses of CTTA. The dues and assessments/capital expenditures for each membership shall be such amount per annum as determined by the budgetary and capital expenditures process and approved by a majority of the members voting at a general or special meeting called for that purpose.

#### ASSESSMENTS

- D. The Board of Directors shall have the power to designate and fix membership assessments. All assessments will be approved by the general membership, by vote, at the annual meeting or otherwise provided in these Bylaws and CRBH rules and regulations. Assessments are charges specific to a designated project.

## CAPITAL EXPENDITURES

- E. Proposed assessments, budget surpluses, donations, investments, income accounts, money-raising projects, and/or the savings of CTTA may fund capital expenditures. Capital funds are used to maintain, improve and/or add to CTTA's infrastructure.

The Board of Directors are tasked with preparing a 10-year Capital Expenditure plan which will provide a schedule for funding CTTA infrastructure (building/equipment) on a pro-active basis. These are items that fall outside the CTTA operating budget. This schedule will note items requiring remodel, upgrade, and/or replacement. Once approved by the Board of Directors, the Board will propose a Capital Expenditure fee to fund these items to the membership for approval. This approval will cover the full ten-year term of the plan. While the items on the Capital Expenditure Plan may be fluid as needs change, the fee proposed to the membership will not exceed the noted amount. Any unused funds during a fiscal year will roll into other Capital Expenditure projects or the investment account.

## FEES AND/OR FINES

- F. The Board of Directors shall have the power to designate and fix all other membership fees and fines. Fees are charges for services and privileges offered by CTTA not covered by membership dues or assessments/capital expenditures. The annual electrical pedestal fee will be adjusted to reflect any increases by the vendor (Utility Company). The electricity pedestal fee is to cover only the vendor (Utility Company) charges, electrical improvement or replacement fund. This fund would also include any surplus electricity pedestal fees received, should there be any. All other electrical costs are included in the budget. Fines are for violations of the Bylaws and CRBH rules and regulations.

## PAYMENTS

- G. **Dues**, electrical pedestal fees, and assessments/capital expenditures shall be due and payable annually on or before the first day of August of each year. Dues, electrical pedestal fees and assessments/capital expenditures may be **paid in 2 (two) payments – August 1<sup>st</sup> and February 1<sup>st</sup>** – Payments will become delinquent on March 1<sup>st</sup> and September 1<sup>st</sup> and upon written notification from the Board of Directors or its authorized agent to the member, the entire amount becomes immediately due and payable. All other fees and/or fines are in addition to the dues electrical pedestal fees and assessments/capital expenditures and collected or billed as they are incurred. Failure to pay dues, fees, assessments/capital expenditures and/or fines within 60 (sixty) days of dates due shall be cause for forfeiture of a membership. Appropriate collective action may be taken where necessary.

## PERSONAL PROPERTY TAXES

- H. Personal property taxes are assessed by Lewis County on all buildings/structure and/or other personal property, within its jurisdiction, that a member has on his/her membership lot/site(s). Personal property taxes are the responsibility of each respective member and not the responsibility of CTTA. If CTTA is billed and made to pay said taxes due to the neglect of a member; CTTA will contact the member by mail for reimbursement – if the member fails to respond to the CTTA Business Office within one week of the notification appropriate collective action may be taken.

## MEMBERSHIP CONTRACTS

- I. Contract payment will become delinquent 30 (thirty) days after date due and upon written notification from the Board of Directors or its authorized agent to the member, the entire amount becomes immediately due and payable. Contracts may be suspended or canceled on the 31<sup>st</sup> (thirty-first) day of delinquency with notification by registered mail from the Business Office. All further rights of said member shall immediately cease and terminate. Cancellation does not discharge liability for delinquent dues, fees, assessments/capital expenditures, fines and shall be subject to a service charge as defined in the rate sheet found in the CRBH. Appropriate collective action may be taken where necessary.

## ELECTRICAL USE

- J. All membership lots/sites having an active electrical pedestal(s) will be assessed an equal cost (per pedestal) for the electricity bill paid by the Association minus the association's general use – the payment of which is due in accordance with the annual membership dues. Lots/sites in common ownership having at least one common boundary, without an electrical pedestal; who use electricity to supply their other lot/site without a pedestal shall be charged in full or pro-rated for time used for the same. When/if an electric bill is sent to a participating member, it must be paid within 30 (thirty) days or will be cause for service to be suspended. Appropriate collective action may be taken where necessary. Service will not be restored until all past due bills, and a hook up fee set by the Board of Directors, are paid in full.

## DUES | FEES | ASSESSMENTS/CAPITAL EXPENDITURES | FINES – RATE SHEET

- K. The Board of Directors shall establish a common dues, fees, assessments/capital expenditures and fines rate sheet. The rate sheet will be kept current, with the exception of fines which may vary according to the severity of the violation. However, common fine amounts will be set. The rate sheet will be reviewed annually and made available to all members, provided however, that in the event the rate sheet is not revised annually for any reason, the prior rate sheet shall remain in effect until the Board of Directors adopts a new rate sheet. Members may exercise the right to make changes by following the procedure as outlined in [ARTICLE XII, SECTION 12.2](#).

## SECTION 3.2 – DUES ADJUSTMENTS AND PAYMENT PLAN CRITERIA

- A. Two lots/sites in common ownership having at least one common boundary will be assessed at the rate of 140% (one-hundred-forty percent) of the regular dues. Each lot/site in excess of these two will be subject to full dues, whether or not they are used or developed.

**EFFECTIVE AUGUST 1, 2019, ALL SALES WITHIN CTTA WILL BE ASSESSED AT 100% OF REGULAR DUES. THE DISCOUNT OF 140% WILL APPLY TO ONE FAMILY TRANSFER TO A CHILD FOR MEMBERS WHO HAD THE DISCOUNT PRIOR TO AUGUST 1, 2019.**

- B. Memberships acquired during the year, owing membership dues, fees and/or assessments/capital expenditures, will be pro-rated, and based on the months remaining in the fiscal year. Personal property taxes and fines will be brought current.
- C. The Board of Directors or its authorized agent may elect to permit payment of dues, electrical fees and assessment/capital expenditures in installments (in individual cases), in which case, dates due will be

established and delinquency will occur as of 30 (thirty) days from the date due and upon written notification from the Board of Directors or its authorized agent to the member, the entire amount becomes immediately due and payable. After a 30-day (thirty-day) delinquency of installment payment, the Board of Directors has the option to cancel the membership of a delinquent member and notify them by way of registered mail. Appropriate collective action may be taken where necessary.

### **SECTION 3.3 – LATE CHARGES**

- A. In the event contracts, dues, fees, assessments/capital expenditures and/or fines are not paid within 30 (thirty) days, of the date due, a late fee, set by the Board of Directors, will be charged.

## **ARTICLE IV – DISCIPLINARY, APPEALS PROCESSES & PROCEDURES**

### **SECTION 4.1 – SUSPENSION OR TERMINATION**

- A. Any member will be disciplined for a violation of any provision of the Bylaws and CRBH rules and regulations of CTTA. Any act or action considered detrimental to the good of CTTA will be brought to the Board of Directors. All corrective action taken by the Board of Directors will require a decision by a majority of the same. No member shall be suspended or terminated until he/she has been given his/her “Appeal Rights and Procedures” and/or “Due Process” as described herein, or by the laws of our Nation. In either case, the individual(s) shall not be held in suspension for more than one to three months before the board has made a decision to finalize the issue(s), allegation(s) or move the issue(s), allegation(s) to the General Membership Agenda.
- B. The Board of Directors shall be entitled to suspend or terminate memberships or assess fines to any member for any violation of any provision of the Bylaws and CRBH rules and regulations of CTTA, or for nonpayment of dues, fees, assessments/capital expenditures and/or fines. This action will be taken by a majority vote of the Board of Directors, pursuant to the member’s right of appeal. Based on the facts and data the Board of Directors may suspend a violating member’s gate card(s) and privileges until the matter is resolved.
- C. Rights of appeal prevail, providing the act or action is not life or limb threatening, health endangering, and/or financially encumbering to the membership or CTTA. In these cases, the Board of Directors may suspend or terminate a membership immediately, based on the facts and data to support such action. The involved member will be notified confirming the action taken and instructions/directions he/she must take to resolve the issue(s) or secure his/her personal property. Those involved in such cases may exercise their right to appeal before the entire membership at a general or special membership meeting, if they so request, in writing within 30 (thirty) days of the notification – see [ARTICLE IV, SECTION 4.3 A.](#)

### **SECTION 4.2 – GRIEVANCE, DISCIPLINARY & CORRECTIVE PROCESS AND PROCEDURES**

#### **GRIEVANCE PROCEDURE**

- A. Any member having a grievance with another member or CTTA shall:
  - 1. First attempt to settle the issue with the individual(s) involved. If this is unsuccessful then involve the respective Block Director/Representative.

2. If the Block Director/Representative is unable to resolve the issue(s) then the member may do so by writing to the CTTA Business Office, within 30 (thirty) days of the said discussion, and request a hearing before the Board of Directors at its next scheduled Board meeting. The decision of the Board of Directors will be final unless the member wishes to appeal the decision.
3. If the member wishes to appeal the decision of the Board of Directors, he/she may do so by writing to the CTTA Business Office within 30 (thirty) days of said decision, and request a hearing before the general membership at the next general membership meeting or a special meeting for said purpose – see [ARTICLE IV, SECTION 4.3](#).

#### **B. Disciplinary Process & Procedure**

1. Violations of CTTA Bylaws and CRBH rules and regulations, other than those designated as immediate suspension or termination ([ARTICLE IV, SECTION 4.1C](#)) and dues, fees, assessments/capital expenditures and/or fines ([ARTICLE III, SECTIONS 3.1, 3.2 & 3.3](#)), will be addressed as follows when a violation occurs, is discovered or is identified:
  - i. **First Offense:** A verbal warning to the responsible member/guest involved and a note in the member's file.
  - ii. **Second Offense:** A verbal warning to the responsible member/guest involved and a written incident report – copy to the involved member, a copy to the Block Director/Representative/Board of Directors, and a copy in the member's file.
  - iii. **Third Offense:** A verbal warning to the responsible member/guest involved and a written incident report – copy to the involved member, a copy to the Block Director/Representative/Board of Directors, and suspension from the campground pending a hearing before the Board of Directors at its next scheduled Board meeting to determine fine, probationary requirements, length of additional suspension from the campground and/or termination of membership from C TTA.
2. It is understood that each offense will remain a matter of record for 1 (one) full year from the date of the recorded offense and then purged from the member's file.

#### **C. Corrective Process & Procedure**

1. If a member is not present in the campground when the violation is discovered or identified, the above disciplinary process and procedure still applies, except the verbal warning is achieved by a phone call and/or a written warning by registered mail to the same.
2. If a member is not present in the campground and a violation of the Bylaws or CRBH rules and regulations is discovered or identified, other than those designated as immediate suspension or termination ([ARTICLE IV, SECTION 4.1C](#)), and dues, fees, assessments/capital expenditures and/or fines ([ARTICLE III, SECTIONS 3.1, 3.2 & 3.3](#)), which may require construction or demolition to correct; a written notice, by registered mail, will be sent to the member, informing him/her of the violation and corrective action to be taken. The notice shall give the member 30 (thirty) days to cure the violation or make provision with the Block Director/Representative/Board of Directors or its authorized agents for the same.
3. In cases where there is no response or the corrective action has not been accomplished, a written notice, by registered mail, will be sent to the member informing him/her that a meeting of the Board of Directors will be held on a specific date, time and place, to review his/her membership status. Said notice will detail any and all violations as well as all possible

dispositions that may be taken with respect to his/her membership. In such cases where the member does not appear, the Board of Directors will render a decision and notify the member by registered mail of the same.

4. At the Board of Directors meeting, to which a member has been summoned, the President shall read a list of the violations and then take testimony from concerned parties. Formal Rules of Evidence do not apply to these hearings. If the member does not appear as requested the Board shall proceed. After hearing all testimony and reviewing all evidence, the Board of Directors shall make the decision on the status of the member's membership based upon the information presented or provided.
  5. It is understood that each unrelated violation will be handled as set forth above. However, the reoccurrence of the same violation, within one year of the said decision, shall be cause for suspension or termination of the membership.
- D. Except for a verbal warning, which can be rendered by a member of the Board of Directors or its authorized agents based on reliable facts and data, at any time without prior approval, any disciplinary or corrective action, termination or suspension of membership rights, shall require a majority vote of the Board of Directors. The decision shall be presented to the member, in person, where possible, and/or in written form by registered mail where applicable.
  - E. Any member who is suspended shall cure the defect, prior to reinstatement, and shall be required to pay any damages resulting from his/her act or actions, as well as a reinstatement fee set by the Board of Directors.
  - F. Upon termination of membership, the involved person(s) will be allowed 60 (sixty) days in which to sell his/her membership, discharge all obligations owing to CTTA in accordance with the Bylaws and CRBH rules and regulations and remove their personal property, by escort, if necessary.
  - G. Upon the failure of the member to accomplish the sale of his/her membership, within the 60-day (sixty) period, remove his/her personal property, and/or the discharge of his/her obligations, all personal property and rights to sell said membership shall revert to CTTA unless other arrangements are agreed to, and documented, between the involved parties. Cancellation does not discharge liability for delinquent dues, fees, assessments/capital expenditures and/or fines or for the personal property taxes owed Lewis County. Delinquent dues, fees, assessments/capital expenditures and/or fines shall bear interest at 12% (twelve percent) per annum. Simple interest. Appropriate collective action may be taken where necessary.

### **SECTION 4.3 – APPEAL RIGHTS AND PROCEDURES**

- A. The action of the Board of Directors in taking disciplinary or corrective action may be appealed before the Board of Directors by any member who feels he/she has been unfairly or unjustly dealt with, by writing to the CTTA Business Office within 30-days (thirty) of the said action, and request a hearing before the general membership at the next general membership meeting or a special meeting for said purpose. CTTA will respond, by registered mail, with the time and location and any other pertinent information. If the disciplinary or corrective action involves a guest of the member, the member will represent the guest in resolving the matter or issue, following the same said procedure.

- B. At a Board meeting, or a special Board or general membership meeting, the President shall read a list of the violations/issues, and then take testimony from concerned parties. Formal Rules of Evidence do not apply to those hearings. After hearing all facts, data, and evidence, the Board of Directors, or the membership shall make a decision as to the status of the member's membership. Any suspension or termination of membership rights in excess of 6 (six) months shall require a 2/3 (two-thirds) vote of the members present.

## **ARTICLE V – THE BOARD OF DIRECTORS/BLOCK DIRECTORS/REPRESENTATIVES**

### **SECTION 5.1 – MANAGEMENT**

A Board of 13 (thirteen) directors, or a quorum, 7 (seven) of the same, shall manage the business and property of CTTA. It shall have the entire charge of the proprietary interests and business affairs and transactions of CTTA with authority to prudently manage, control, regulate and conduct the same. It shall have full power and authority to appoint, define and remove, at its discretion, based on fact and data/cause, all authorized agents, members, guests and employees of CTTA and limit the duties of all authorized agents, employees and other not otherwise provided by the Bylaws and CRBH rules and regulations, as well as fix their compensation where applicable.

### **SECTION 5.2 – ELECTIONS**

- A. Each Director/Representative of CTTA, or proposed candidate for Director/Representative, shall be an occupant/member of the block he/she will represent and shall be elected by a majority vote of the attending block members, in good standing, or an absentee ballot submitted by a member of the block represented, at the annual meeting of the membership. In such cases that a Block Director/Representative is not available from the respective block, at the meeting or during the year, and after an honest attempt to contact the membership of the unrepresented block ([SEE SECTION 5.9 ABSENCES](#)), the Board of Directors shall have the right to appoint a Pro-Tem to serve during the unexpired time of the Director/Representative whom he/she replaced. A Pro-Tem shall have all the rights, powers, privileges, obligations and duties of a Block Director/Representative/Board Member, may participate fully in discussions and present proposals. He/she shall have voting privileges on matters coming before the Board. At no time shall the Block Directors/Representative/Board of Directors consist of more than 5 (five) Pro-Tem members of less than 7 (seven) Block Directors/Representative/Board of Directors. Attempts to contact all members of the Board of Directors shall be made, and there shall be a verifiable record made of the same. The number of Pro-Terms from a single Block shall not exceed 2.
- B. No member who has been dismissed from the Board of Directors for cause (i.e., gross negligence, willful or fraudulent acts) is permitted to serve on the Board of Directors/Representatives without adjudication (to study and settle a dispute or conflict) by 2/3 (two-thirds) vote of the members in good standing at annual meeting. The required 1/5 (one-fifth) of the entitled votes of members in good standing constitutes a quorum. Requests for adjudication must be submitted to the Board of Directors no later than the April meeting. Effective date 18 July 2015.
- C. At no time will more than two (2) related (by blood or marriage) members be appointed an/or elected to the Board of Directors.

No members actively involved in a personal law suit against CTTA, as a litigant, are permitted to serve on the Board of Directors/Representatives.

### SECTION 5.3 – TERM OF OFFICE

The **term of office** for the **Block Directors/Representatives** will be 2 (two) years. Directors/Representatives with block numbers ending in even numbers will be elected on years ending in even numbers; Block Directors/Representatives with blocks ends with odd number on odd years.

### SECTION 5.4 – MEETING REQUIREMENTS

#### Monthly Board Meetings

- A. The Board of Directors of CTTA shall hold board meetings monthly (typically the second Saturday of each month). Monthly meetings will be held in person or virtually, and special meetings when deemed necessary for the management of the affairs of CTTA. Attendance at the Board meetings is obligatory for all Board members (see Bylaw Section 5.9). In the case of extenuating circumstances such as weather or emergency conditions meetings may be postponed to the soonest possible date. Membership will be notified of reason for change via Band, email, and the CTTA website immediately upon decision being made.

#### Executive Committee Meeting

- B. Board of Director’s executive committee meeting shall only be convened by a vote of the majority of the Board of Directors, to protect the financial and personal affairs of individuals, or for the purpose of discussing and deciding sensitive and confidential information. In either case a general report of the actions, as distinct from that which was said in discussion, shall be made to the assembly and recorded in the general minutes.
- C. The Board of Directors of CTTA may meet in a work session in order to work through items which may be on future agendas. Work sessions shall be open to membership but no comments will be allowed.

#### 24 Hours’ Notice

- D. Notice of any special meeting of the Board of Directors shall be given to the directors, at least 24 hours previous thereto. The business to be transacted at and/or the purpose of any regular or special meeting of the Board of Directors needs to be specified in notice of such meeting.

### SECTION 5.5 – ACTION WITHOUT A BOARD MEETING

In such cases or issues where time is of the essence, and a Board of Directors meeting cannot be scheduled in a timely manner, any act or action that may be taken by the Board of Directors at a Board meeting may be taken without a Board meeting if such proposed act or action is set forth in writing by the President or his/her authorized agent and is verbally authorized by a majority of the Board of Directors. In such cases or issues the President, at the next Board meeting, shall read, or have read, the proclamation and call for a vote of ratification from the Board of Directors and have said act or action inserted into the minutes.

## SECTION 5.6 – VOTING AND QUORUM

- A. Each member of the Board of Directors shall possess one vote in matters coming before the Board. **Voting is allowed in person or virtually.** Voting by proxy shall not be allowed.
- B. A Director/Representative of CTTA who is present at a meeting of the Board of Directors at which action on any CTTA matter is taken, who remains silent to any action taken, shall be presumed to have assented to the action taken, unless his/her dissent shall be entered into the minutes of the meeting, or unless he/she shall file his/her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of CTTA immediately after the adjournment of the meeting. Such right to dissent shall not apply to any Director/Representative who voted in favor of the action.
- C. Seven (7) members of the Board of Directors shall constitute a quorum. Only, a quorum, of the Board of Directors may make decisions or take action for CTTA. If less than a quorum is present at a Board meeting, the business for which the Board meeting scheduled must be tabled until a quorum is present. Those Directors/Representatives present may adjourn the meeting or convene a workshop, or planning meeting, the results of which may be presented and ratified by a quorum. The act of the majority of the Directors/Representatives present at a Board meeting at which a quorum is present shall be the act of the entire Board of Directors.

## SECTION 5.7 – RESIGNATIONS

A Director/Representative may resign at any time by delivering written notice of his/her resignation to the President, the Recording Secretary, or authorized agent of the Board. The resignation shall be effective when accepted by a majority vote of the Board of Directors at one of its meetings.

## SECTION 5.8 – REMOVAL OF A DIRECTOR/REPRESENTATIVE

During the discharge of their duties, a Director/Representative of the board shall be removed immediately for the following violations

- Threatened physical violence,
- Physical or verbal assault against a member or employee,
- Theft or embezzlement.

A Director/Representative may be removed from office, if he/she is found to be out of compliance with the Bylaws or CRBH rules and regulations. This may be done by a majority vote of:

1. The Board of Directors at one of its meetings,
2. The members present at a general or special membership meeting, or
3. The block they represent at a special meeting of such membership called by the President of the Board of Directors or his/her authorized agents. In such cases a written notice to the Director/Representative stating the facts and data of the accusations/allegations and the date, time and place of the meeting, must be sent, registered mail, to the Director/Representative a minimum of 30 (thirty) days prior to the date of the meeting. Any Director/Representative so accused may exercise his/her appeal rights as a member of CTTA as set forth in these Bylaws.

4. A vote required by the Board of Directors must include ALL Board Members and ALL Board Members must render a vote.

### **SECTION 5.9 – ABSENCES**

Absence from two consecutive meetings of the Board, without excuse satisfactory to the Board or absence from three consecutive meetings of the Board, without prior approval of the Board, regardless of the reasons shall be equivalent to a resignation, and the vacancy thus created shall be filled by a vote of the Board for the unexpired term. A reasonable effort (i.e., invitation in the Newsletter, invitation in a Board or general meeting and other reasonable communications) shall be taken to secure a candidate to fill the vacant Block Director/Representative /Board of Director position before a Pro-Term is appointed.

### **SECTION 5.10 – BOARD VACANCIES**

Any vacancy occurring on the Board by reason of death, resignation, removal, leave of absence, or similar causes shall be filled by a member of the same block in which the vacancy occurred, or in the absence of a block member a pro-tem subject or [SECTION 5.9 ABSENCES](#), by approval of the majority vote of the Board of Directors, and shall serve during the unexpired time of the Director/Representative whom he/she replaced. The Board of Directors shall make such appointment at any regular Board meeting.

### **SECTION 5.11 – ELECTION OF OFFICERS**

Within a reasonable time after their election, and before the General Membership meeting concludes, the new members of the Board of Directors shall caucus to elect the following officers: President, Vice President for two-years, Recording Secretary of one year. President's and Vice President's term will remain in effect for two years even if not retaining a Block Director seat on odd or even elections. The CTTA President, whose term ends at a current General Membership meeting in July, may preside during the election of the new CTTA officers. He/she shall have no voting rights unless he/she remains on the Board of Directors or was re-elected a Block Director/Representative. All such officers shall be Directors/Representatives of CTTA, except for the recording secretary, who is optional as an officer, director/representative or an appointee. The results shall be reported to those in attendances, and in the next CTTA newsletter. The Board shall be the authority to appoint or hire a Recording Secretary, where applicable, and assistants whose duties shall be defined by the Board, said appointees need not be Directors/Representatives. The outgoing President will be part of the executive meetings for three months with no voting rights unless still part of the board, be able to advise current President and BOD for the three months after change in election.

### **SECTION 5.12 – INSTITUTING CAMPGROUND, RECREATIONAL & BUILDING RULES & REGULATIONS**

The Board of Directors is authorized to institute any CRBH rules and regulations as to the use of the facility, conduct of members, etc. However, any CRBH rules and regulations may be repealed by a majority vote of the membership, at an annual membership meeting or at a special meeting called by the President or Board of Directors, unless said CRBH rule or regulation is mandated by a higher authority, i.e., the County, State, Federal Government. Changes to the CRBH rules and regulations shall be voted on by the Board of Directors at a regular board meeting. Proposed changes shall be introduced at a regular meeting and shall be tabled until the next regular meeting for vote by the Board of Directors. However, temporary emergency changes to CRBH rules and

regulations may be made subject to Section 5.5 – Action without a Board Meeting. Temporary emergency changes shall expire after 60 days unless proposed and voted on per above.

### **SECTION 5.13 – BOARD, COMMITTEE & MANAGER EXPENDITURES**

All Board members, appointed Chairperson, and Committee members are authorized to make expenditures for the benefit of CTTA for an amount set by the Board of Directors annually (\$50.00). The Manager(s) shall be authorized to commit CTTA for an amount, for emergency expenditures (\$500.00), set by the Board of Directors annually. All such expenditures must be supported by receipts and reported to the Board of Directors for their ratification. This is for all items which:

1. Are not included in the current approved budget.
2. Included in the current approved budget, but which funds have been expended.
3. In cases of minor or major emergencies.

As of July 21, 2001, as approved at a meeting of the General Membership, each Director/Representative/Pro-Tem shall receive credit for their lot/site electrical assessment **following each year** of service. Said credit shall be pro-rated for less than a year of service and said credit shall remain in effect until canceled or changed by the General Membership.

### **SECTION 5.14 – INDEMNIFICATION**

- A. To the fullest extent permitted by the **Washington State Non-profit Corporation Act, RCW Ch. 24.03**, as that Act may be amended from time to time, no director, officer, employee or authorized agent of CTTA shall be personally liable for any acts committed by them in the course of performing their duties as authorized by CTTA. Furthermore, CTTA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigation by reason of the fact that such person is or was a director/representative, officer, employee or authorized agent of CTTA, against expenses (including attorney’s fees), judgments, fines, penalties, and amounts paid in settlement, actually and reasonably incurred by him/her, in connection with such action, suit or proceeding, to the full extent allowed by applicable law, while acted in acted in good faith in performing their duties.
- B. Any indemnification of a director/representative, officer, employee, and authorized agent of CTTA, including payment or reimbursement of expenses, shall be reported to the Membership, in writing or verbally, at a general or special membership meeting.

### **SECTION 5.15 – FIDELITY BOND**

The Board of Directors, officers, employees, and authorized agents of CTTA shall be adequately covered by a fidelity bond in such amounts and with such surety, as the Board shall pay the premiums on such bond.

## **SECTION 5.16 – BLOCK DIRECTORS’/REPRESENTATIVES’ RESPONSIBILITIES**

- A. Serve on the Board of Directors and attend meetings.
- B. Greet new members in respective block, introducing themselves and advise of their lot/site number and location.
- C. Enforce Bylaws and CRBH rules and regulations.
- D. Assist members with questions, concerns, disputes, and requests for permits, maintenance, or service. In the event that the member does not have a Block Director/Representative, due to an opening, any Block Director/Representative may represent the member or the issue may be addressed to the Board of Directors.
- E. Encourage participation in campground and recreational festivities, functions, committees, and projects to enable them to get to know their fellow members sooner.
- F. To become or maintain your seat on the Board of Directors, the following actions must be followed:
  - a. Be in good standing with the park in addition to your lot meeting full compliance regulations (see Section 2.1)
  - b. Volunteer a minimum of two-times per year. This includes functions, clean-up, activities, park maintenance, etc., or as a holiday volunteer during one of the three main holiday weekends (Memorial Day, 4<sup>th</sup> of July, and Labor Day) to help with office, check-in, security, etc. This will be for four-hour shifts scheduled with the office.
  - c. Send out monthly email correspondence to your block membership and check and reply to membership emails weekly.

## **ARTICLE VI – DUTIES OF OFFICERS**

### **SECTION 6.1 – PRESIDENT**

The President, elected by and acting as an agent for the board, with the support of the Board of Directors, shall supervise all activities all CTTA, preside at all membership and Board of Director meetings of CTTA, call such meetings of the membership as are deemed necessary, other than the annual meeting of the membership, and perform other such duties usually inherent in such office, and shall perform these duties as prescribed by parliamentary law (see [SECTION 8.1D](#)). The President shall have the power and authority to sign with the Secretary/Office Manager-Bookkeeper or designee, all the certificates of membership of CTTA. The President shall also sign, with the Office Manager-Bookkeeper all deeds and contracts, subject to the conditions and limitations herein on behalf of CTTA, which shall be properly authorized by the Board of Directors.

### **SECTION 6.2 – VICE PRESIDENT**

The Vice President, elected by and acting as an agent for the board, with the support of the Board of Directors shall act for the President in his/her absence or inability to serve, and perform other such acts and duties as the President or Board of Directors may direct. In the event the office of the President becomes vacant for any reason, the Vice President shall thereupon assume the duties of the President and act as such for the unexpired term for which the duly elected President was serving before the office was vacated. In the event such contingency arises, the Board of Directors shall, majority vote, elect one of its members as Vice President to serve until the next annual meeting.

The Vice President is chairperson of the budget and Finance Committee, until or unless the Board of Directors, by majority vote, agrees to appoint another candidate. The chairperson of the budget and finance committee shall attempt to assure that all financial reports show all income, expenditures and balances forward for the three (3) previous months in that fiscal period. Where a new fiscal year is starting, the report will show all balances brought forward from previous fiscal period whether positive or negative. *(Approved change 7/20/13)*

### **SECTION 6.3 – RECORDING SECRETARY**

It shall be the duty of the Recording Secretary to keep all records of the meetings of the Board of Directors and of the general membership meetings or special meetings of the Board of Directors or membership and to perform such other duties as the President may direct. A copy of the recorded minutes of the Board of Directors and membership meetings shall be maintained in the CTTA Business Office in a Recording Secretary's file.

The Recording Secretary shall sign, with the President, all certificates of membership of CTTA. In the event the office of the Recording Secretary becomes vacant, the Board of Directors shall, by majority vote, elect one of its members as Recording Secretary to serve until the next annual meeting of the Board of Directors.

### **SECTION 6.4 – OFFICE MANAGER/BOOKKEEPER**

The Office Manager/Bookkeeper shall receive and be accountable for all funds belonging to CTTA, shall pay all obligations incurred by CTTA when payment is authorized by a majority vote of the Board of Directors, maintain bank accounts in depositories designated by the Board of Directors, and render financial reports. It shall be the duty of the Office Manager/Bookkeeper to see that [RCW 24.03.135](#) of the Washington State Laws are complied with. [RCW 24.03.135](#) requires records must be kept in the Business Office. In the event the office of the Office Manager/Bookkeeper becomes vacant, the Board of Directors shall, by majority vote, hire a qualified person to conduct the duties of the Office Manager/Bookkeeper, or outsource to a qualified company. (See [ARTICLE X, SECTION 10.3](#))

## **ARTICLE VII – CAMPGROUND MANAGEMENT**

### **SECTION 7.1 – APPOINTMENT AND TENURE**

The Board of Directors may appoint a Campground/Maintenance Manager for a minimum term of service of 1 (one) year that can be extended on a yearly basis, upon approval of the Board of Directors and mutual consent of the Campground/Maintenance Manager.

### **SECTION 7.2 – COMPENSATION**

- A. In exchange for services rendered, the Campground/Maintenance Manager shall be bound by contract, in writing, and receive compensation as agreed to by the Campground/Maintenance Manager and the Board of Directors. A two-week notice, in writing, may terminate this contract by either party at any time.
- B. The membership shall be provided at each General Membership meeting a list of all members who received any form of compensation (electrical, dues, extra days, etc.) the duties performed and the kind of compensation granted. Work-Kampers must also be listed by name with the duties they perform, and

the hours involved along with the type of compensation they received. This list shall be updated every six months and be available in the office to all members.

### **SECTION 7.3 – RESPONSIBILITY**

The Campground/Staff Manager shall be responsible for managing and maintaining all campgrounds, recreational and building activities, and assets authorized by the Board of Directors.

### **SECTION 7.4 – NEPOTISM**

A Campground Employee may not appoint, employ, promote, or advance a relative in or to an official position within the Campground over which the employee exercises jurisdiction or control over the relative.

An applicant may not be hired if he/she has a relative on the Campground Board of Directors. A relative is defined as: husband, wife, mother, father, child, sister, brother, grandparent, aunt, uncle, cousin, nephew, niece, in-law, step or half relative, or significant other.

A relative, as defined above, of a current employee may not become a Block Director. Employees onboard prior to July 19, 2014 are grandfathered through the term of their current position/job.

## **ARTICLE VIII – COMMITTEES**

### **SECTION 8.1 – APPOINTMENT AND AUTHORITY**

- A. The Board of Directors shall have the power to appoint such committees or such subcommittees as they deemed necessary for the best interest of CTTA. All members of such committees shall serve at the pleasure of the Board of Directors and shall have such power or duties and responsibilities as may be fixed by the resolution of the Board of Directors from time to time.
- B. The Board of Directors, by majority vote, shall have the power and authority to appoint chairpersons of committees they deemed necessary for the best interest of CTTA, and affix the duties, responsibilities, rolls and authority of the chairpersons and committees. No committee will be recognized as representative of CTTA unless the Board approves them.
- C. No committee is authorized to spend or obligate CTTA funds without prior approval of the Board of Directors. If prior approval is not obtained, the expenditures become the sole and personal obligations of the committee.
- D. It is the general practice of CTTA that no spouse, significant other, or close relative of a Board Member may serve or head an official CTTA Committee due to potential conflicts of interest. However, if no other general member offers to chair or head an official CTTA Committee, then the spouse, significant other, or close relative of a Board Member may serve in this capacity. Any and all members may provide support at PAC events, including the spouse, significant other, and close family relatives of a current Board Member.
- E. The rules contained in a current edition of Robert’s Rules of Order shall be used as a guide for the Cowlitz Timer Trails Association.

## ARTICLE IX – MEETINGS AND VOTING

### SECTION 9.1 – MONTHLY BOARD MEETING

The monthly board meetings are typically held the second Saturday of each month, with the exception of July, and such special meetings as deemed necessary for the management of the affairs of CTTA. Official recorded minutes of the meeting will be reviewed and approved by the Board of Directors at their next regularly scheduled meeting.

### SECTION 9.1A – ANNUAL GENERAL MEMBERSHIP MEETING

The **annual meeting** of the **membership of CTTA** shall be held annually on the **third Saturday of July** of each year, unless otherwise notified upon, at least a 30-day (thirty) nor more than 50-day (fifty) written notice. The notice of the meeting 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 CTTA.

### SECTION 9.2 – SPECIAL MEETINGS

Special meetings of the membership of CTTA may be called at the discretion of the President or the Board of Directors, action as a whole, with written notice of not less than 30-days (thirty) nor more than 50-days (fifty) by the Board of Directors. The notice of the meeting 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 CTTA, with postage thereon prepaid.

### SECTION 9.3 – QUORUM

At any meeting of the membership of CTTA, members in good standing holding 1/5 (one/fifth) of the votes entitled to be cast in person or on an absentee ballot, requested and submitted by the member to the Business Office before the meeting, shall constitute a quorum. No business shall be conducted by the membership unless or until a quorum is constituted. Bylaws and Articles of Incorporation require a 2/3 (two-thirds) majority of those present, once a quorum has been constituted.

### SECTION 9.4 – VOTING

- A. A simple majority of the votes cast by a quorum shall be required for the adoption of any matter voted upon by the membership, with the exception of Bylaws and Articles of Incorporation, which will require a 2/3 (two-thirds) majority of those present.
- B. Each member and spouse, and/or domestic partners, shall be considered a member of CTTA, but will have only one vote collectively. CTTA shall rely upon the vote of either spouse, and/or either domestic partner, as the vote of both, and further, that if CTTA is advised that the spouses, and/or domestic partners, are not in agreement as to their vote, such advise must be given in writing and the right to vote is waived by the joint ownership for purposes of that vote. Votes are to be cast in person and, where applicable, by an absentee ballot, requested in writing and returned to the Business Office before the constituted meeting date, in matters brought before the membership. Absentee ballots do not count in matters pertaining to changes in the Bylaws or Articles of Incorporation.
- C. The vote of the majority, cast by the members in good standing present, and by absentee ballots, where applicable, at a meeting at which a quorum has been established, shall be necessary for the adoption or

rejection of any matter voted upon, unless the Bylaws requires a greater proportion. Any dues, fees, assessments/capital expenditures, fines, Bylaw, Articles of Incorporation and/or CRBH rules and regulations, etc. voted in or out by a majority, becomes the responsibility of the entire membership.

- D. A vote by mail, when appropriate, is authorized and will be conducted as described by these Bylaws and appropriate parliamentary procedures.
- E. To protect the majority at any General Membership meeting, or other meeting of the same, no motions can be submitted when the quorum dwindles to less than 50% of the number required to establish the quorum.

## **ARTICLE X – REPORTS, PROCEDURES AND PROCESSES**

### **SECTION 10.1 – REPORTS**

- A. The Office Manager/Bookkeeper report shall include, at a minimum, a current statement of financial condition (assets, liabilities, equity and savings) and a current budget statement reflecting both the month and year to date information. This report will be given to the Board of Directors at each of its meetings and other meetings where requested by the Board of Directors. If these duties are outsourced (See [ARTICLE X, SECTION 10.3](#)), the respective company will provide this, or similar information and reports.
- B. Copies of the latest minutes of the Board of Directors’ meetings shall be available at the CTTA Business Office to any member so desiring a copy.

### **SECTION 10.2 – PROCEDURES**

It is mandatory that all financial procedures and activities follow the accepted policies and procedures found within the accounting and financial profession. Accuracy, reliability and accountably, hand in hand with a reliable audit procedure are required.

### **SECTION 10.3 – PROCESSES**

At the discretion of the Board of Directors, and if economically feasible, the financial accounts, balances and reports may be outsourced to a qualified company whose specialty is in the area of finances and accounting.

## **ARTICLE XI – AUDITS, MINUTES AND NEWSLETTER**

### **SECTION 11.1 – AUDITS**

- A. All records of CTTA, including financial, are subject to audit by a duly appointed committee appointed by the Board at any time as deemed necessary.
- B. The Audit Committee shall audit CTTA’s books after each quarter and report it to the Board of Directors. Members of the audit committee, whose names are on the authorized check-signing card, shall not conduct the said audits. Year-end audits will be presented to the general membership at the annual meeting. A CPA or a qualified MBA will check audits and reports to governmental agencies once a year. Audit committee will go back to the last audit report available in CTTA records and bring records up to the present. Audits will be available for any member of CTTA who requests them.

## SECTION 11.2 – AUDIT REPORTS

- A. When an audit is performed, said results of such audit will be summarized in a written report. All reports and communications will be presented to the Board of Directors and made available to the general membership where applicable.
- B. Audit reports are to be reported to the Board of Directors, at its meetings in October, January and April. In July a summarized audit report will be given to the Board of Directors and general membership at the annual membership meeting.

## SECTION 11.3 – MINUTES

- A. Except for Executives meetings, held by the Board of Directors, all other minutes are to be kept for all official meetings of the Board of Directors and general membership, and are available upon request.
- B. Copies of the latest financial report or minutes of the Board of Directors' meetings shall be available at the CTTA Business Office to any member so desiring a copy.

## SECTION 11.4 – NEWSLETTERS

- A. Newsletters are to be mailed **or emailed** out no less than once a quarter.
- B. Information that is important and urgent to the general membership will be sent out in a separate mailing or email.

## ARTICLE XII – AMENDMENT PROCESS

### SECTION 12.1 – AMENDING THE BYLAWS AND ARTICLES OF INCORPORATION

- A. These Bylaws and Articles of Incorporation may be amended, repealed, altered in whole or in part, or adoption of new Bylaws and Articles of Incorporation, at any general meeting of CTTA by a 2/3 (two-thirds) vote of the members present in good standing as herein specified. The required 1/5 (one-fifth) of the entitled votes of the members in good standing to be cast constitutes a quorum. It shall be required that proposed changes by members must be submitted in writing to the board of Directors no later than the April meeting. All proposed changes are to be signed by the member proposing this change, showing their lot/site and block number. The board of Directors must give members 30-days (thirty) notice by mail, showing any amendment, new Bylaw or Articles of Incorporation.
- B. If the Board of Directors rejects any member's suggested Bylaw or Articles of Incorporation changes or additions, the Board shall give such member an explanation. If the member is not satisfied with the explanation, he/she shall have the right to personally appear before the Board to further present such changes or addition, no later than the regularly scheduled Board of Directors June meeting.
- C. Proposal for amendments, repeal or the adoption of new Bylaws or Articles of Incorporation may be made by petition of 1/10 (one-tenth) of the members. The proposal shall be transmitted in writing to the Board of Directors and it shall be the duty of the Board of Directors to call a special meeting of the members for the consideration of the proposed amendments, repeal or adoption so made by petitioning members.

## SECTION 12.2 – AMENDING THE CAMPGROUND, RECREATIONAL & BUILDING RULES & REGULATIONS

- A. The Board of Directors, acting as a whole, shall have the power, right and responsibility for developing, approving and enforcing all CRBH rules and regulations for the benefit, observance, and compliance of the membership and their guests. All CRBH rules and regulations will be in harmony and concert with the approved Bylaws.
- B. CRBH rules and regulations, by the Board of Directors, may be amended, repealed, altered, in whole or in part, or adoption of new CRBH rules and regulations, at any general meeting of CTTA by a 2/3 (two-thirds) vote of the members present in good standing as herein specified. The required 1/5 (one-fifth) of the entitled votes of the members in good standing to be cast constitutes a quorum. It shall be required that proposed changes by members must be submitted in writing to the Board of Directors no later than the April meeting. All proposed changes are to be signed by the member proposing the change, showing their lot/site and block number.
- C. Proposal for amendments, repeal or the adoption of CRBH rule and regulation, by the membership, may be made by petition of 1/10 (one-tenth) of the members. The proposal shall be transmitted in writing to the Board of Directors and thereupon it shall be the duty of the Board of Directors to call a special meeting of the members for the consideration of the proposed amendments, repeal or adoption so made by petitioning members.

## SECTION 12.3 – GOVERNMENTAL LAWS AND REGULATIONS

CTTA Bylaws and CRBH rules and regulations will be updated to comply with all County, State, and Federal laws/regulations, upon notice from said agencies, without membership approval. No Bylaws or CRBH rules or regulations designed to comply with County, State, and Federal laws/regulations will be amended, repealed or altered, in whole or part, without the approval of the County, State, and Federal agency that issued the law/regulation.

We, the undersigned Officers of CTTA, a Non-Profit Association in the State of Washington, hereby certify that the foregoing Bylaws are those amended and approved by the membership of CTTA on:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Recording Secretary

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<sup>i</sup> A work-camper is a temporary position filled by a person who agrees to perform certain tasks and/or duties for CTTA, receiving non-monetary compensation as agreed to by both parties.