



RETURN ADDRESS

Sunshine Acres Prop. owners

Please print neatly or type information.
Document Title(s)

By-Laws

Reference Number of related documents

Grantor(s) (Last, First and Middle initial)

Sunshine Acres Prop. Owners Assoc.

Grantee(s) (Last, First and Middle initial)

Public

Brief Legal Description (abbreviated form: lot, block, plat or section, township, range, quarter/quarter)

Assessor's Property Tax Parcel/Account Number

BY-LAWS
SUNSHINE ACRES PROPERTY
OWNERS ASSOCIATION

With the approval of the SAPOA Board of Directors, the following officers certify that, to the best of their knowledge and belief, the bylaw amendments adopted on December 5, 2008, by the voting membership of SAPOA are accurately presented in this document.

(Original documents signed by)

Gary G. Getch, President Martha Tipton, Secretary

CONSTITUTION and BYLAWS of
Sunshine Acres Property Owners Association, Incorporated
(Adopted 10/27/80 and 2/27/93. Amended 7/17/93, 7/9/94, 1/3/98 and 12/5/08.)

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Article I
Name and Purpose

Section 1.1 *Name:* The name of the organization shall be Sunshine Acres Property Owners Association (hereinafter referred to as "SAPOA" or "Association"), in accordance with the Articles of Incorporation dated October 28, 1980, as filed with the State of Washington's Secretary of State.

1.1.1 The AMENDMENT to the Protective Covenants of Plats One, Two, Three, Four, Five and the Industrial Plat of Sunshine Acres record as No. **571315** dated July 23, 1985 states:

"All Sunshine Acres property owners shall be members of the Sunshine Acres Property Owners Association, a non-profit Corporation organized October 28, 1980. All Sunshine Acres property owners shall maintain current membership therein and hereby agree that Sunshine Acres Property Owners Association shall be the sole representative in all community matters."

1.1.2 Paragraph (13) of the Declaration of Protective Covenants for the Sixth and Seventh Plats of Sunshine Acres dated June 30, 1989 states:

"There is in existence a community organization known as Sunshine Acres Property Owners Association. It was voluntarily formed by the lot owners in the various plats/divisions of Sunshine Acres. Said Association is a non-profit corporation, organized October 28, 1980. Membership in this Association is mandatory for all property owners in the development. Annual dues are collected by a treasurer, who is a lot owner and not affiliated with the developer. All property owners shall maintain current membership therein and said Association shall be the sole representative in all community matters."

1.1.3 Court Case No. **96-01155-2** trial date May 11, 1999, conclusion of law by Judge William E. Howard:

"The 1995 Board of Directors of SAPOA had no authority to "invalidate" the 1985 amendments by "declaration" and that "invalidation" was in violation of RCW 64.38.025 and in breach of Board Members' fiduciary duties and must be set aside as of the date it was made."

"The 1985 amendment makes SAPOA the sole agent for the entire set of 8 plats for dealing in community matters. Matters which relate to the common property owned by SAPOA are community matters. Accordingly, only SAPOA could conduct an election to revoke the 1985 amendment, and the revocation would have to be approved by 65% of each before it would be effective as to any individual plat."

1.1.4 Court Case No. **97-2-00105-9**

"It is further ordered that the 1985 Amendment (Trial Exhibit 10 and Exhibit 2 here to) affecting Plats I-V and the Industrial Plat of Sunshine Acres is in full force and effect. That this amendment requires all lot owners in said plats to be members of Sunshine Acres Property Owners Association (hereafter SAPOA); and that the members are required to pay dues or assessments levied by SAPOA for the proper maintenance of the organization and its common properties."

Section 1.2 *Purpose:* SAPOA is hereby established to pursue the purposes stated below. All activities carried out by the Association shall be for the furtherance of these purposes and goals. This constitution empowers the members of the Association to elect a Board of Directors to conduct the business of the Association and provide guidance for the operation of the Association.

1.2.1 To maintain and preserve, without profit, for the betterment of the area near Sequim, Washington known as Sunshine Acres.

1.2.2 To preserve the character of Sunshine Acres and their common properties as a private residential area and its common/recreational areas in accordance with the provisions of the Sunshine Acres Deeds of Trust. **Reference Court Case Number 90-2-00443-3 dated December 20, 1991.**

- Section 1.3 **Limitations:** Use of SAPOA COMMON PROPERTIES are to be solely limited to Sunshine Acres Property Owners and their guests and shall be at their own risk.
- Section 1.4 **Dues:** SAPOA is empowered to establish conditions of membership, assess dues and/or fees, promulgate rules, and carry on the business of SAPOA in accordance with the Articles of Incorporation and in pursuit of the purposes above.
- Section 1.5 **Trusteeship:** SAPOA recognizes that the Diamond Point Airport Association has trusteeship of the airport property, taxiways, and taxiway easements on behalf of all Sunshine Acres property owners. **Reference Court Case Number 90-2-00443-3 dated December 20, 1991.**
- Section 1.6 **Governing:** The purposes shall be accomplished in accordance with RCW 24.03, Corporations and associations (nonprofit); and RCW Title 64.38, Washington State Act governing Incorporated Non-Profit Homeowners Associations; and By-laws established by the members along with the Rules and Regulations.

Article II Members

- Section 2.1 **Membership:** All Sunshine Acres property owners of developed and undeveloped property shall be members of SAPOA, a nonprofit Washington State Corporation organized October 28, 1980. All Sunshine Acres property owners shall maintain current membership therein and hereby agree that SAPOA shall be the sole representative in all community matters.
- 2.1.1 SAPOA levies an annual membership fee on all property owners.
- 2.1.2 Any current paid-up membership passes automatically to a subsequent purchaser of that property. However, if a member sells one or more of a multiple of lots, but retains at least one lot, that member retains membership and the purchaser/s of the lot/s is required to pay membership fees
- 2.1.3 Each member is obligated to keep SAPOA apprised of his/her current mailing address and e-mail address.
- Section 2.2 **Voting Rights:** Each member is entitled to one vote for each lot or aggregate of lots owned. When more than one person holds a financial interest in any lot or aggregate of lots, all such persons are eligible for membership. The vote for multiple owners of a lot or aggregate of lots shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot or aggregate of lots; nor shall any individual owner cast more than one vote. Under no circumstances will proxy votes be allowed. Delinquent members are not entitled to vote on any SAPOA issue.
- Section 2.3 **Dues and Fees:** Membership dues, assessments, and fees shall be determined by the Board of Directors and ratified via a mail-in ballot as described in Article V, Section 5.1.
- Section 2.4 **Annual Due Dates:** The annual membership dues shall be payable September 1st and cover the period from September 1 to August 31. Members will be reminded in a newsletter when dues are payable and will be granted a forty-five (45) day grace period. Any member not paying dues by October 15th will be delinquent and ineligible to vote on any SAPOA issues or to hold any office or committee position until dues are paid. Failure to pay dues may at the discretion of board result in a lien being filed against the property. All costs of placing and removing such a lien will be added to the lien amount and be payable by the member.
- Section 2.5 **Fees Use:** Membership dues and fees are based on the intended use of the SAPOA common property as residential and recreational areas. Any approved activity which would increase cost of insurance, maintenance, etc., in the judgment of the Board of Directors, shall be the responsibility of the person(s) generating those added costs.
- Section 2.6 **Requests to the Board of Directors:** If a member desires to bring an issue before the Board of Directors, they may do so by:
- 2.6.1 Written request to the SAPOA Secretary (preferred means).
- 2.6.2 Verbal request to the Board of Directors at a regularly scheduled Board of Directors Meeting – the Board of Directors response may be delayed to next meeting in order for the Board of Directors to research the issue.

Article III
Board of Directors

- Section 3.1 *Board of Directors Member:* The Board of Directors shall consist of seven (7) directors who must be eligible voting members of SAPOA. A Board of Director's member shall serve a two (2) year term but may not serve more than three (3) consecutive terms. A President and Vice-President shall be elected by the Board of Director members at the first January meeting of the Board of Directors. The President shall also appoint a Secretary and Treasurer at this time who does not have to be a Board of Directors member.
- Section 3.2 *Board of Directors Meeting Attendance:* If a Board of Directors member, unless excused by the Board of Directors, fails to attend three (3) consecutive Board of Directors meetings or does not attend fifty percent (50%) of Board of Directors meetings in any six (6) month period, the President may request his/her resignation. If such member does not submit a written resignation, his/her membership on the Board of Directors may be declared vacant by a majority vote of all Board of Directors members at a publicly announced open Board of Directors meeting.
- Section 3.3 *Board of Directors Vacancies:* In the event of a vacancy(ies) on the Board of Directors, the remaining members of the Board of Directors shall appoint a temporary replacement(s) to serve until the next annual election of Board of Directors members. The candidate from the most recent Board of Directors' election with the next highest vote count will be considered first.

Article IV
Elections of Board of Directors

- Section 4.1 *Nominating Committee:* Three months prior to the fall annual meeting, the Board of Directors President will present a Nominating Committee to the Board of Directors for approval. The committee shall be composed of the SAPOA Vice-President of the Board of Directors as Committee Chairperson and three (3) members at large. This committee shall report back to the Board of Directors at least one month prior to the annual general membership meeting.
- Section 4.2 *Soliciting Nominees:* The Nominating Committee shall have attempted to solicit at least one (1) member from each unrepresented Plat to serve as a Board of Directors member and representative of his/her Plat and who has agreed to serve if elected. If no volunteer representative from a relevant Plat can be found, another eligible member may be nominated to fill the position and act as a plat representative. The Nominating Committee shall, at the fall annual meeting, present the slate of candidates for election to the open positions on the Board of Directors. Additional nominations for the Board of Directors will be solicited from the floor.
- Section 4.3 *Election Committee:* The Election Committee shall consist of the SAPOA Secretary and at least three (3) volunteer voting members at large (this committee shall not be Board of Directors appointed).
- Section 4.4 *Mailing Ballots:* Ballots shall be mailed by the Election Committee to all members within thirty (30) days after the annual meeting.

Article V
Balloting

- Section 5.1 *Ballot Mailing Process:* When the by-laws require that voting occur by mail-in ballot, a ballot shall be sent prepaid by first class U.S. mail to each member's address of record. The ballot shall be returned to SAPOA, validated by the Secretary, and held unopened until the prescribed ballot counting date. Twenty percent (20%) of the eligible voters' ballots must be returned by the due date stated on the ballot to establish a quorum. If a quorum of ballots is not established, the election will be null and void. The risk of a ballot not reaching SAPOA in time to be counted lies with the voting member, not SAPOA. The ballot counting procedure shall be done according to the Rules and Regulations.
- Section 5.2 *Balloting Instructions:* Ballot mail-outs shall contain the Balloting Instructions, the Ballot, a plain small inner envelope (stamped "BALLOT"); the return envelope with SAPOA as the addressee as well as the member's return name and address printed on it must be utilized. The return envelope will also be stamped

“BALLOT” to insure its unopened delivery to the Election Committee. (See By-laws Article IV, Section 4.3)

Article VI **Recall**

- Section 6.1 *Recall of Officer/s Procedure:* A Recall petition must be signed by a minimum of twenty percent (20%) of eligible members. When complete, it shall be presented to the Secretary of the Board of Directors who, in conjunction with the Treasurer, will check it for membership validity and eligibility.
- Section 6.2 *Upon Validation:* The Board of Directors shall solicit within thirty (30) days a one page statement from the recall initiating group stating the reason/s for the recall and a one page defense statement from each affected Board of Directors member that is being recalled.
- Section 6.3 *Mailing Recall Ballot:* The Board of Directors shall mail a ballot per Article V, Section 5.1, within thirty (30) days of validation of the recall request. If two-thirds (2/3) of the votes cast favor the recall action, the officer(s) shall immediately be removed from office and his/her position(s) shall be declared vacant until refilled by temporary appointment or election of a new candidate(s). (See Article III, Section 3.3.)

Article VII **Meetings**

- Section 7.1 *General Meetings:* Meetings of the general membership shall be held twice a year. The Board of Directors shall establish the date, time and location of these meetings and notify the membership not less than 30 nor more than 60 days in advance of the meeting. The notice of any general membership meeting of SAPOA shall be sent by prepaid First Class U.S. mail and 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, including 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.
- Section 7.2 *Meeting Quorums:* A quorum at any general membership meeting shall consist of at least ten percent (10%) of the voting members of SAPOA present and a majority of the Board of Directors members. After a quorum is established it must be maintained until the meeting is adjourned.
- Section 7.3 *Delinquent Dues:* Members with delinquent dues may not vote or be heard at a general meeting or board meeting unless dues have been paid ten (10) days in advance of the scheduled meeting.
- Section 7.4 *Board of Directors Meetings:* The Board of Directors shall hold Regular Board of Directors meetings with open attendance to all members as required by Washington State Law by giving notification at least seven (7) days in advance. Board of Directors member may be notified by electronic means, telephone, or mail and SAPOA members will be notified by reader board, internet web site or by electronic means, if desired, having provided the Board of Directors with an e-mail address.
- 7.4.1 *Board of Directors Meeting Quorum:* A majority of Board of Directors members, two of whom must be officers, shall constitute a quorum at a Board of Directors meeting. Once a quorum is established, it must be maintained until the meeting is adjourned.
- Section 7.5 *Closed Board of Directors Meetings:* Upon an affirmative vote in an open Board of Directors meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consult with legal counsel, consider communications with legal counsel, and discuss likely or pending litigation, matters involving possible violations of the governing documents of SAPOA, consider personnel matters and matters involving the possible liability of an owner to SAPOA.
- 7.5.1 The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes.
- 7.5.2 The Board of Directors shall restrict the consideration of matters during the closed portions of meetings to only those purposes stated in the motion.

7.5.3 No motion or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified.

7.5.4 The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

Section 7.6 *Special General Membership Meetings:* Special general membership meetings may be called by the President, a majority of the Board of Directors, or as requested in writing by twenty percent (20%) or more of the eligible voting members. The Board of Directors must provide prompt notice sent by prepaid mail of any special meeting and its agenda. Such notice shall be mailed no later than ten (10) days after the petition of request is received by the Board of Directors and shall state the time and place of the meeting and the business to be placed on the agenda for a vote. Any such meeting shall be held more than fourteen (14) days, but less than thirty (30) days, after the postmark date of the mailing.

Section 7.7 *Special Board of Directors Meetings:* Special meetings of the Board of Directors may be called by the President, or at the written request of any three Board of Director's member. All Board of Directors members must receive a minimum of three full days' (72 hours) notice of the time, date, place, and agenda of the meeting by telephone or electronic means and SAPOA members will be notified by reader board, internet web site, or electronic means.

7.7.1 *Emergency Board of Directors Meetings:* Emergency meetings of the Board of Directors may be called by the President with 24 hours' notice. All Board of Directors members will be notified by telephone or electronic means. SAPOA members will be notified by internet web site or electronic means. The President shall have the authority to take any action necessary to meet an emergency, without Board of Directors approval, if the emergency could cause harm to life or damage to SAPOA property. However, an Emergency Board of Directors Meeting must be called as soon as possible under these circumstances to update the full Board of Directors of actions taken.

Section 7.8 *Board of Directors Decisions:* The Board of Directors may not approve or vote upon any Board of Directors business by telephone and or electronic means. Such action can only be conducted at formal openly observed Board of Directors meetings.

Article VIII **General Finances, Budgets, and Insurance**

Section 8.1 *General Finances:* The Board of Directors has the authority to act on any and all financial matters concerning SAPOA. All checks, vouchers, and withdrawal slips must bear the signature of the President and Treasurer, or any alternate Board of Directors member signer in their absence. Only members of the Board of Directors can be approved to be alternate signers.

Section 8.2 *Annual Budget:* An annual budget shall be prepared by the Budget and Finance Committee, and presented to the Board of Directors for approval. The Board of Directors shall mail a ballot no later than July 15th, per Article V, Section 5.1, for ratification by the membership. The Chairperson of the Budget and Finance Committee shall be the Treasurer and shall present the results of the vote on the annual budget at the Fall Annual membership meeting.

8.2.1 In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be renewed until such time as the owners ratify a subsequent budget proposed by the Board of Directors.

8.2.2 Following adoption by the Board of Directors of any proposed special budget of SAPOA, the Board of Directors shall set a date for a meeting of the members to consider special budget ratification not less than 14 nor more than 60 days after the mailing to the members of notice of said meeting and a summary of said budget.

8.2.3 Unbudgeted obligations of SAPOA in excess of Seven Hundred Fifty Dollars (\$750) must be approved by the Board of Directors before they are incurred.

8.2.4 Budgeted line items may not be exceeded by more than 10% of the line item total.

8.2.5 Emergency non budgeted expenditures may not exceed 10% of the ratified annual budget total.

Section 8.3 *Bank Accounts:* The funds of SAPOA shall be kept in accounts in the name of SAPOA and shall not be commingled with the funds of any other SAPOA accounts, or with the funds of any Director of SAPOA or any other person responsible for the custody of such funds.

Section 8.4 *Special Projects:* Donations, assessments, and any member approved portion of the annual dues specific to a special project will be deposited to a separate bank account and used for the intended purpose approved by the membership via mail-in ballot.

Section 8.5 *Insurance and Liability:* As deemed by the Board of Directors, all necessary liability insurance shall be purchased by SAPOA. Insurance policies shall be reviewed annually. A copy of the current policy shall be made available at cost to any member upon written request.

Article IX **Committees**

Section 9.1 *Committees:* Standing and Special Committees may be appointed by the Board of Directors President and must be approved by the Board of Directors at an open Board of Directors meeting. Committee members may be dropped from a committee by the Board of Directors President with the Board of Directors' approval

9.1.1 *Standing Committees (including but not limited to):*

- a. Common Properties
- b. Budget, Finance and Audits
- c. Social

9.1.2 *Special Committee (including but not limited to):*

- a. By-Laws
- b. Nominating
- c. Election

Section 9.2 *Committee Chairperson:* The committee chairperson/s, unless otherwise noted, shall be elected by committee members and will report to the Board of Directors.

Section 9.3 *Architectural Representatives:* Elected Plat Architectural Representatives shall coordinate, individually, with the Board of Directors.

Article X **SAPOA Address and Website**

Section 10.1 *SAPOA Information:* No member shall use the name of SAPOA in any advertisement except with written permission of the Board of Directors. A post office box shall be maintained at the Sequim Post Office (98382) as the official address of SAPOA and shall not be used by any member for personal business except by written permission of the Board of Directors. The President, Secretary, and Treasurer shall be responsible for the Post Office box keys. SAPOA shall also maintain a website and an e-mail address for the purpose of public and member information and member communication.

Article XI **SAPOA Property**

Section 11.1 *Financial Status:* Property of SAPOA includes all money and other assets. SAPOA shall keep financial and other records sufficiently detailed to enable SAPOA to fully declare to each member the true statement of its financial status.

Section 11.2 *Common Property:* SAPOA common property is for the use of all members and no member may alter SAPOA property for their own private or commercial use or the private or commercial use of others

excepting as may be approved by the Board of Directors. Unauthorized or unlawful use of, or removal of, SAPOA property shall be subject to disciplinary or legal action.

Section 11.3 *Loss or Damage:* SAPOA is not responsible for loss or damage to articles of value left on SAPOA premises. Use of SAPOA COMMON PROPERTIES are to be solely limited to Sunshine Acres Property Owners and their guests and shall be at their own risk.

Article XII
Parliamentary Authority

Section 12.1 The rules contained in the most current edition of Robert's Rules of Order shall govern SAPOA in all cases to which they are applicable and in which they are not inconsistent with these by-laws and any special rules of order SAPOA may adopt.

Article XIII
Amendments

Section 13.1 *Amending:* The By-laws may be amended via a mail-in ballot per Article V, Section 5.1. Sixty-five per cent (65%) of the returned ballots received by the date specified on the ballot shall constitute approval of the proposed change(s). The mailed ballot shall contain a copy of the current bylaw(s) and proposed changes.

Section 13.2 *Certification:* The President or Vice-president and Secretary shall certify and record valid amendments of SAPOA governing documents with the appropriate authorities.

Article XIV
Mediation & Arbitration

Section 14.1 *Mediation Procedure:* It is the intent of SAPOA to function in harmony with all individuals and groups in the community. Therefore, disputes arising from common properties operations or management shall be resolved, if possible, by mediation according to the American Arbitration Association Rules of Arbitration. Mediation may be initiated by written notice of complaint or dispute to or from the Board of Directors. In the event mediation is not successful, mandatory and binding arbitration shall be employed.

Section 14.2 *Initiating:* Arbitration shall be initiated by the party making a demand in writing upon another party for arbitration, stating the basis of the dispute and depositing such sum as may be required with the arbitrator agreed upon by the parties as a security deposit for arbitration fees.

Section 14.3 *Rules:* The arbitrator shall determine procedural rules.

Section 14.4 *Prevailing Party:* The prevailing party shall be entitled to all costs and the losing party shall pay all fees and costs. Results of the arbitration shall be final and binding. The prevailing party may apply to any appropriate court to enforce the arbitration award. The party paying the security deposit shall be entitled to its return should he/she prevail, if not, that deposit will be applied to offset arbitration fees.

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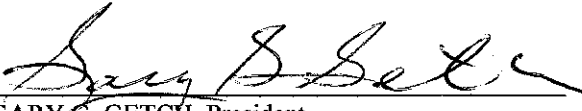
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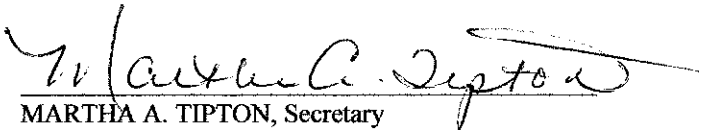
Article XV
Invalidation

Section 15.1 Should any part of these By-laws or referenced material be found invalid by any court or at arbitration then ONLY that invalid part shall be deemed null and void.

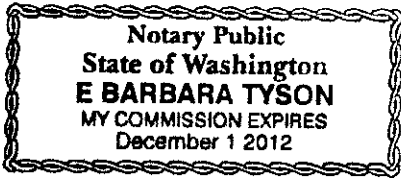
With the approval of the SAPOA Board of Directors, the following officers certify that, to the best of their knowledge and belief, the bylaw amendments adopted on December 5, 2008, by the voting membership of SAPOA are accurately presented in this document.




GARY G. GETCH, President



MARTHA A. TIPTON, Secretary




Notary Public
Des Moines WA
8-16-09

DEFINITIONS

All terms not specifically defined in these By-laws shall be defined by their common usage. When a definition is at issue, the Board of Directors interpretation of the term shall apply.

Common Properties: Beach road, retention pond, lot 28, Recreation Lot, SAPOA sign, or any other right-of-way areas.

Eligible Election Voter: A member whose dues, assessments, and fees are paid in full no less than 10 days before the ballot due date. A ballot received from a member who has not met that deadline, will be declared invalid, and not be counted.

Eligible Membership Meeting Voter: A member whose dues, assessments, and fees are paid in full 10 days prior to a general and or special membership meeting is called to order.

Emergency Board of Directors Meeting: Meeting is called to address a single issue/situation requiring immediate attention and resolution by the Board of Directors. Inaction by the Board of Directors could place common property at risk and or cause additional cost and or liability to the Association.

Member: An owner/s of real property located within any Sunshine Acres Plat/s 1 through 7 and/or Industrial Plat. Ownership validity shall be based upon real estate title/s as shown by the Clallam County Auditors' records. In cases of multiple owners of the same real property, the owners collectively shall be treated as a single owner respective to dues, voting rights and election to the Board of Directors. (See also Article II Section 2.1.1 and Article III Section 3.1)

Delinquent Member: An owner who hasn't paid his annual dues, fees and assessments by October 15th deadline.

Post marked Date: The date that is stamped on the envelope by the US Postal Service at the time of the ballot mailing.

Special Board of Directors Meeting: Meeting is called to address a single issue/situation which requires non emergency but timely resolution and action that is within the Board of Directors' powers and does not require a vote by member ballot.

Special Budget: A Budget that is drafted to manage singular item costs to the association for a prescribed need or a specific time period until an Annual or Project Budget can be properly ratified by the membership.

Special Committee: A committee that is formed for a specific time limited task and that ceases to exist after the task is completed.

Standing Committee: A permanent committee that performs a continuing function

RULES AND REGULATIONS

The rules and regulations act as guidelines for conducting SAPOA business and are not part of the by-laws. They may be amended by the Board of Directors as they see appropriate.

Section I Ballot Instructions

- Section 1.2 *Opening and Counting Ballots:* Ballots will be opened and counted within ten (10) days following the ballot return deadline. The date, time, and place of the ballot count will be clearly stated on the ballot form. Under the supervision of the Elections and Ballots Chairperson the procedure is as follows:
- 1.2.1 The name and voters return address is required on the envelope and is checked against the list of eligible voters provided by Treasurer and verified by the Secretary.
 - 1.2.2 The eligible voters are checked off on the list as having voted.
 - 1.2.3 The inner envelope stamped ballot is removed from the return envelope.
 - 1.2.4 The return envelopes are kept to be counted for verification of the number of votes cast. Return envelopes not containing a ballot shall be noted and retained accordingly.
 - 1.2.5 The inner envelope is opened and the folded ballot is removed and placed, still folded, into a receptacle.
 - 1.2.6 When all inner envelopes have been processed, the folded ballots are taken from the receptacle, unfolded and the votes are counted.
 - 1.2.7 The number of total ballots must agree with the number of inner and outer envelopes received. The ballots shall be tabulated by the Election Committee Any member may observe this count.
 - 1.2.8 Issue Ballots: Unless otherwise specified in the By-laws, any issue(s) shall be approved providing that a simple majority of these ballots agree with the proposed action.
- Section 1.3 *Directors Ballots:* The number of candidates (as determined by the number of vacancies) securing the greatest number of votes shall be declared elected and shall take office at the first January Board of Directors meeting to be set no later than January 10th.
- 1.3.1 In the case of a tie, the decision shall be made between candidates by the flip of a coin. The loser shall be the first alternate for appointment to the Board of Directors should a vacancy occur before the next election. All ballots must be held for ninety (90) days after the election ballot count date.

SECTION II Board of Directors Duties

- Section 2.1 *Duties of the President:*
- 2.1.1 Preside at the meetings of SAPOA and the Board of Directors.
 - 2.1.2 Shall present candidates for all committees to the Board of Directors for approval, except as otherwise provided in the By-laws. (See By-laws Article IV, Section 4.3.)
 - 2.1.3 Be responsible for appointing committees and act as an ex-officio member thereon and perform all other duties that properly pertain to the office.
 - 2.1.4 May cast a vote to decide the outcome of any tie vote.
- Section 2.1 *Duties of the Vice-President:*
- 2.1.1 Preside as President in the absence of the President.
 - 2.1.2 Preside as Chairman of the nominating committee.
- Section 3.1 *Duties of the Secretary:*
- 3.1.1 Take the minutes of all meetings.
 - 3.1.2 Make an accurate record of the proceedings both by minutes and electronic tape. The tapes shall be retained for two years from date recorded.

- 3.1.3 Maintain list of SAPOA members and provide labels electronically or at cost to members as requested.
- 3.1.4 Conduct correspondence at the direction of the Board of Directors
- 3.1.5 Collect and record all bills before submitting them to the Treasurer.
- 3.1.6 Make available to members current rules, regulations, fee schedules, etc.
- 3.1.7 Keep, maintain, retain, and transfer intact all official records, including computer stored data of SAPOA to his or her successor.
- 3.1.8 Serve as chairperson of the Election and Ballot committee. The tapes shall be retained for two years from date recorded.
- 3.1.9 Check postmark date and voter eligibility per list provided by the Treasurer, using great care to maintain ballot envelopes in an unopened state. The tapes shall be retained for two years from date recorded.
- 3.1.10 Perform all other duties that properly pertain to the office.

Section 4.1

Duties of Treasurer:

- 4.1.1 Receive all SAPOA monies and deposit them to established SAPOA accounts maintained in a federally insured depository. The Treasurer shall further record and deposit donations specific to their intention received under By-laws Article VIII, Section 8.4, together with any designated portion of annual dues.
- 4.1.2 Make all authorized disbursements.
- 4.1.3 Keep accurate records of all transactions (using conventional bookkeeping methods) and report the financial condition at each regular Board of Directors meeting and at each general membership meeting.
- 4.1.4 Prepare and file all reports as required by governmental agencies.
- 4.1.5 Keep, maintain, retain, and transfer intact, all official financial records and documents including computer stored data, to his or her successor.
- 4.1.6 Perform all other duties that properly pertain to the office.

Section 5.1

The duties of the Board of Directors are to:

- 5.1.1 Act on behalf of SAPOA in all legal and business matters.
- 5.1.2 Act in a judicial capacity on violations of SAPOA rules and mediate Plat covenant issues.
- 5.1.3 Protect SAPOA's interest and safeguard its welfare.
- 5.1.4 Submit its findings and recommendations to the membership.
- 5.1.5 Assemble the financial records to be audited and testified there to annually.
- 5.1.6 Propose regulations deemed necessary and recommend their adoption by SAPOA.
- 5.1.7 Purchase SAPOA Common Property and Board of Directors liability insurance as required. Insurance policies shall be reviewed annually. A copy of the current policy shall be made available at no cost to any member or property owner upon written request.
- 5.1.8 Seek written membership opinions and input regarding significant questions generated by members.
- 5.1.9 Provide the following service functions to SAPOA members
 - a. Communicate the existence of Sunshine Acres by-laws and Plat covenants to new property owners'.
 - b. Issue two (2) newsletters per annum and any other as needed.
 - c. To fill vacancies of Board of Directors less approval of the membership for the unexpired portion of any term.
- 5.2.1 To incur liabilities and secure funds in order to effectively carry out the business of SAPOA.
- 5.2.2 Provide the following service functions in support of plat architectural activities:
 - a. Conduct balloting for the election of Plat Architectural Representatives
 - b. Send a certified letter of concern, on behalf of all Sunshine Acres property owners, to anyone who violates a Plat covenant, as reported by the affected plat Architectural Committee Representative/s and following verification by the SAPOA Board of Directors.
 - c. Provide limited financial support to Architectural Representatives to cover expenses such as stationery supplies, postage, reproduction, etc., related to their function.
 - d. Maintain a file of Architectural Records for all plats.
 - e. Appoint a SAPOA Architectural Representative.
 - f. Conduct mail-in voting procedures set forth in By-laws Article V, Section 5.1.

- 5.3 The Board of Directors shall not act on behalf of SAPOA to:
 - a. Amend the articles of incorporation.
 - b. Take any action to terminate SAPOA.
- 5.4 The Board of Directors shall not act independent of membership approval to determine the qualifications, powers, and duties, or terms of office of members of the Board of Directors
- 5.5 The Board of Directors shall not delegate the powers of the Board of Directors or officers to other persons.

Section 6 *Annual Reports:* The Board of Directors shall provide an Annual Report including SAPOA's annual financial audit. This report will be presented for members approval at the fall annual meeting and be available for distribution within 30 days from the date of the meeting.

Section 7 *Making Records and Lists Available:* The SAPOA Board of Directors shall, upon request, provide access to all SAPOA written and/or audio records and lists to all paid up eligible members except the following:

- a. property owners' dues payments
- b. unlisted phone numbers
- c. property tax ID numbers
- d. Plat legal description as maintained by the SAPOA Board of Directors or its committees.
- e. Any other private information as deemed confidential by the Board of Directors or as required by privacy laws.

- 7.1 Records shall be available for examination by all owners, holders of mortgages on lots, and their respective authorized agents upon reasonable advanced notice in writing to the SAPOA Secretary. Records will be made available at the record storage locker or at a jointly agreed upon site. SAPOA may impose and collect reasonable charges for copies and any costs incurred by SAPOA in providing access to records. Upon receiving the requested record/s the requester must sign an acceptance form to be filed with the SAPOA Secretary.