

BOOK 179 PAGE 657

Return Address: WASHUGAL TIMBER TRAILS ASSOCIATION
13722 WASHUGAL RIVER ROAD
WASHUGAL, WA 98671

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GRANTOR(S) (Last name, first, then first name and initials) 1. WASHUGAL TIMBER TRAILS ASSOCIATION 2. 3. 4. ☐ Additional Names on page ____ of document.
GRANTEE(S) (Last name, first, then first name and initials) 1. PUBLIC 2. 3. 4. ☐ Additional Names on page ____ of document.
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) SE 1/4 OF SECTION 27, TOWNSHIP 2 NORTH RANGE 5 EAST OF THE WILLAMETTE MERIDIAN Lying between the southerly right of way line of the Washugal River Road and the thread of the ☐ Complete legal on page ____ of document. Washugal River
REFERENCE NUMBER(S) Of Documents assigned or released: ☐ Additional numbers on page ____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER TAX LOT # 2-5-27-300 ☐ Property Tax Parcel ID is not yet assigned. ☐ Additional parcel #'s on page ____ of document.
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

WASHOUGAL TIMBER TRAILS ASSOCIATION
BYLAWS
1997
Amended 1998

ARTICLE 1 - ORGANIZATION

SECTION 1 - NAME

The name of the Association is Washougal Timber Trails Association (WTTA), a non profit association organized and existing under the laws of the State of Washington.

SECTION 2 - CAPITAL STOCK

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

SECTION 3 - LOCATION

WTTA is located approximately 14 miles northeast of downtown Washougal, Washington on the Washougal River. It's mailing address is 13722 Washougal River Road, Washougal, Washington 98671.

SECTION 4 - FACILITIES

- A. Property and facilities purchased, acquired, leased, held, licensed, owned or operated by WTTA are for the use and enjoyment of WTTA members.
- B. Sites are those areas designated by the Board of Directors for use of WTTA members in accordance with these Bylaws as adopted by the Membership, and rules and regulations as approved by the Board of Directors. A specific site chosen by a prospective member shall be assigned with each membership and shall entitle the member to the exclusive use of the site, so long as the member is in good standing and has strictly complied with the terms and conditions of the Bylaws and Rules and Regulations as approved by the Board of Directors. Members acquire no fee ownership or leasehold interest in specific sites.
- C. Common property is those areas of land and facilities designated by the Board of Directors for the common use of WTTA members.
- D. Sites are to be utilized for recreational purposes only. Not permanent residency. Amended Annual Meeting 1998.

ARTICLE II - MEMBERSHIP

SECTION 1 - MEMBERSHIP

- A. Membership. A membership shall constitute a certificate granting the holder of such membership the right to the exclusive use of a designated site. Members acquire no fee ownership, leasehold, easement, or any possessory interest in any of the lands, sites, or other things whatsoever owned or controlled by WTTA. All groups or organizations, of any kind are expressly precluded from obtaining membership in any form or fashion.
- B. Membership interest held as security. Any person, firm, corporation or entity who holds an interest in a membership merely as security for the performance of any obligation shall not be a member as to that membership.
- C. Membership equity. A certificate of membership in WTTA conveys no fee title to the site but provides the owner of the membership with an undivided interest in the Association assets and liabilities.
- D. Membership entitlements and privileges. Membership in WTTA accords all the entitlements and privileges herein set, and binds each Member to uphold and comply with these Bylaws as duly adopted, sanctioned and ratified by majority vote of members present.

SECTION 2 - REQUIREMENTS FOR MEMBERSHIP

- A. Eligibility. All individual applicants for memberships must be at least eighteen (18) years of age. Memberships may be jointly owned. In the event the membership is jointly owned, then they shall have equal privileges, equal responsibility for dues, charges and assessments, and they will each have a vote. Each membership assumes voting rights for the association. There will be two votes allowed per membership as long as the membership is in good standing.

B. Member in good standing.

1. Shall be considered as whose billed account is not over thirty (30) days from statement date on dues, assessments and/or other charges.
2. Whose membership rights are not currently under suspension or termination as provided by the due process stated within these Bylaws.

SECTION 3 - SITE USAGE, RESTRICTIONS, MAINTENANCE AND APPEARANCE.

A. Site use. Sites may not be rented or otherwise commercialized.

B. Number of units permitted. Site usage is restricted to one recreational unit per site. Additional recreational units may be used on a temporary basis, not to exceed two (2) weeks, if the site has sufficient room for same.

C. Restrictions on type, use of units and improvements.

1. A subcommittee of two Board Members will inspect and approve the appearance of all recreational units brought in by members to insure that they meet the standards as specified within these Bylaws.
 2. All recreational units shall be licensable as a recreational vehicle.
 3. All recreational vehicles shall be totally self contained. Exceptions to the self contained restriction are as follows: Sites which have power and water utilities in place need not have recreational vehicles with self contained water and power systems. With respect to black water (human waste in solid or liquid form) and gray water (water from sinks and baths) the following restrictions apply. Black water needs to be run directly into the recreational vehicles holding tank and disposed of off of WTTA property or by a "honey bucket" to the Septic System Dump Station located at the main gate. An exception to this requirement is allowed if the site contains an approved black water holding tank. Such tanks are pumped periodically at owner's expense by an outside commercial pumping service. Gray water should be run directly into the recreational vehicles holding tank and disposed of off WTTA property or dispersed via an on site gravel bed or underground dispersion tank.
 4. Sites may be improved with trailer covers and decks. However, such construction shall be in compliance with Skamania County Building Codes. Building permits are required. One trailer cover per site is allowed.
 5. Storage sheds are allowed but must not exceed a floor area of one hundred (100) square feet and a height of eight (8) feet. Two storage sheds per site are allowed.
 6. No recreational unit or storage shed shall be located within five feet of the site boundary.
 7. Asphalt or concrete products are prohibited in the construction of driveways and paths.
 8. Fences may be constructed of wood or stone but cannot exceed five feet in height.
 9. Hot tubs, flush toilets, dishwashers, garbage disposals and washing machines are prohibited.
 10. All allowable utilities to sites must be underground unless the providing authority of the utility company determines it necessary and beneficial otherwise.
 11. No live trees in excess of four inches in diameter may be removed, except for the preparation of sites, without the prior approval of the Property Manager.
 12. No trees may be cut and hauled off of WTTA or individual site property for use as home firewood.
 13. All sites shall leave a water hose attached to an outside faucet in the event of fire.
 14. Professional (Commercial) Real Estate signs are not permitted within the park, nor on the roadside adjacent to the grounds. A member may, however, advertise his/her site for sale within the park, as an individual, through the posting of an on site for sale sign or by a notice in the lodge. If advertised publicly, the member must show the site by appointment only and personally escort the interested party through the gate and the grounds, unless prior arrangements have been made and approved by the caretaker, in advance.
 15. The discharge of firearms or other weapons is strictly prohibited in the park.
 16. Members are responsible for the disposal of their own garbage by taking it off site or home.
 17. All pets must be kept on a held leash or otherwise confined to members site.
 18. All entrances and exits from the park shall be made through the main gates only. Gates must be kept locked at all times.
 19. No minor under the age of eighteen (18) years of age may be left in the park without adult supervision.
- D. Maintenance and appearance of sites and units. All sites are expected to be periodically kept clean of tall grass, weeds, and unsightly material so that the site will not be an eyesore, and/or a fire hazard. This is our park and we should be proud of it. At a minimum, each site is to be cleaned by June 1st of each year. Sites not cleaned by June 1st of each year may be cleaned and billed to the member at a rate per hour for labor as set by the Board. The outside surface of all recreational vehicles shall also be kept in a clean appearance. If not kept clean, the member may be notified via written letter to clean the recreational vehicle. If the member does not clean the recreational vehicle, or attempt to work out a reasonable arrangement with the Property Manager, or designee, when to clean the vehicle, the member will be asked to remove the vehicle from WTTA property.

E. Water Availability. Water shall remain on year round except in instances of freezing weather. The decision to shut off the water lines will be made at the discretion of the Property Manager. This procedure becomes necessary to protect units and waterlines from broken lines and resulting damage due to freezing temperatures. It can be expected that the possibility of water shutoff will occur from November 1st through April 1st. Advice as to the proper shut off procedure at each unit, and the draining of lines, can be obtained from the Property Manager or the Caretaker. The water to the lodge is not affected by this Bylaw.

F. Violation of Water Shutoff Rule. When a waterline shutoff rule is in effect and the above Bylaw is violated, the person(s) responsible will be subject to a \$25.00 fine, and if any damages result from turning the water on, the person(s) responsible will pay for all damages incurred by such action.

G. Vehicles, Speed Limits. Reasonable use of access roads shall be granted all motor vehicles, which includes: automobiles, golf carts, ATVs, snowmobiles, motorcycles, etc. Please respect your fellow member's privacy. Maintain an adequate muffler system and observe a maximum speed limit of TEN MILES PER HOUR at all times. This is not only necessary for safety reasons but to keep the

gravel dust minimized during dry weather. Vehicles are prohibited from parking on access roads. Inoperable vehicles are not allowed to be stored on WTTA or individual site property.

SECTION 4 - RESPONSIBILITIES AND LIABILITIES

- A. Definition of Guest and Host Responsibilities. Any person other than the member or his/her dependent children is a guest. The member is responsible to see that her/his guests comply with rules and regulations of WTTA. Guests shall have no membership rights.
- B. Damage or Destruction. Damage or destruction of any kind done by a member, their family or guests, whether to WTTA or the personal property of another member is the sole financial responsibility of the member. Such damage or destruction of WTTA or property of another may subject the membership to suspension or termination as determined by the Board of Directors.
- C. Discharge of Black Water. Any member, members family or their guests caught discharging black water in any unapproved matter will be immediately suspended for a period of thirty (30) days and will be required to pay a fine of \$25.00 plus a \$25.00 reinstatement fee. Any further abuse will result in immediate termination of membership.
THIS IS A SKAMANIA COUNTY HEALTH DEPARTMENT REGULATION. Any violation could close the park, therefore the normal due process procedure of the Association will not apply.
- D. Legal fees and other costs. In the event that legal action between two or more members results in WTTA being named as a necessary party, then the losing member in the suit shall reimburse WTTA for its attorney's fees and costs.

SECTION 5 - TRANSFER OR SALE OF MEMBERSHIP

- A. Transfer or Sale of Membership. A membership may be transferred, assigned or conveyed by inheritance, gift or sale, provided that WTTA shall not be required to recognize any such sale or transfer to another unless and until all dues, fees, and assessments then due and owing are paid in full, and the transferred membership then and otherwise strictly complies with the terms and conditions of WTTA's Bylaws, and its Rules and Regulations. It shall be the responsibility of the involved member to present all required and applicable paperwork to the Secretary or the Treasurer for proper handling or new certificate will not be issued. Transfer or sale of a membership can only be to an individual or joint ownership.
- B. Transfer Fee. A transfer fee of \$25.00 per site will be charged for all site sales to cover the cost of issuing new membership certificates. A separate certificate will be issued for each site.
- C. Filing with Secretary. Certificates surrendered for transfer must be filed with the Secretary within thirty (30) days of receipt.
- D. Signed Statement. New members shall submit to the Secretary a signed membership statement.
- E. Contract Sales. When a member assumes the responsibilities of a lot purchased under contract, including, but not limited to payment of Membership fees and has filed the proper form with the Secretary within thirty (30) days of the transaction, the new member assumes the voting rights. The Secretary will record the information in WTTA records and forward it to the Treasurer within ten (10) days of receipt.

SECTION 6 - DISSOLUTION OF ASSOCIATION

- A. Members Rights Upon Dissolution of the Association. In the event of a dissolution of WTTA, the rights and interest of member of WTTA are controlled and set forth in the Revised Code of Washington.

ARTICLE III - DUES, ASSESSMENTS AND/OR CHARGES

SECTION 1 - DUES, ASSESSMENTS AND/OR CHARGES

The dues for each membership shall be such amount per annum plus all assessments imposed thereon, as determined by the budgetary process and approved by a majority of the members voting at a regular or special meeting called for that purpose. Dues shall be due and payable annually on or before October 31st of each year. Dues are charged per site. Current membership dues, excluding deck taxes and any special assessments or charges are \$200.00 yearly. Members owning multiple sites must pay additional dues of \$100.00 for each additional site. For example, a member who owns two sites would be charged membership dues totaling \$300.00 yearly.

GRANDFATHER CLAUSE:

Members who are eligible for the Grandfather clause, and now have two adjoining sites and are paying \$155.00 annual dues, will continue to do so until said sites are sold.

SECTION 2 - LATE PAYMENT OF DUES, ASSESSMENTS AND/OR CHARGES

- A. Late Fees. In the event dues and assessments and/or charges are not paid within thirty (30) days after their billing date, a late fee of \$25.00 will be charged each month until paid.
- B. Posting. A listing of all delinquent accounts will be posted on the Lodge Bulletin Board.

ARTICLE IV - SUSPENSION OR TERMINATION

SECTION 1 - SUSPENSION OR TERMINATION

The Board of Directors shall be entitled to suspend or terminate any member for any violation of the rules, regulations and/or Bylaws, or for nonpayment of annual fees, after DUE PROCESS. Any suspension in excess of six months, or termination of membership rights can be appealed to the entire membership.

SECTION 2 - DUE PROCESS PROCEDURE

Written notice to member by certified mail, return receipt requested. Said notice shall state the reason or reasons that his/her membership is being reviewed for suspension or termination. The notice shall give the member at least thirty (30) days to cure the defect.

A written notice, mailed certified mail, return receipt requested, to the member informing him/her that a special meeting of the Board of Directors will be held at 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.

At the Board of Directors meeting, the President shall read a list of the violations and then take testimony from concerned parties. The member shall be entitled to representation by counsel of his/her choice and have the further right to present witnesses in his/her own behalf. After hearing all testimony, the Board of Directors shall make the decision as to the status of the membership.

Any termination or suspension of membership rights in excess of six months shall require a unanimous vote of the Board of Directors. The decision shall be presented to the member in written form.

The action of the Board of Directors in suspending a member for more than six months, or in terminating a member, can be appealed to the entire membership by notice to the President from the affected member, given within one month of the Board action.

SECTION 3 - APPEAL RIGHTS

At a special membership meeting, the President shall read a list of the violations, then take testimony from concerned parties. The Member shall be entitled to representation by counsel of his/her choice and the further right to present witnesses in his/her behalf. After hearing all testimony, the members shall make a decision as to the status of the membership. Any termination or suspension of membership rights in excess of six (6) months shall require a two-thirds vote of the members present.

Any member who is suspended shall have thirty (30) days to cure the defect, prior to reinstatement, and shall be required to pay a reinstatement fee of \$25.00.

Upon termination of membership, the subjected Member will be allowed ninety (90) days in which to sell his/her membership and discharge all obligations owing to the Association in accordance with the Bylaws.

Upon the failure of the Member to accomplish the sale of his/her membership and the discharge of his/her obligations, all rights to sell said membership shall revert to the Association in return for which the terminated member is relieved of all obligations owing to the Association.

ARTICLE V - THE BOARD OF DIRECTORS

SECTION 1 - MANAGEMENT

The business and property of WTTA shall be managed by a board of nine directors. They shall have full power and authority to appoint and remove at its discretion all agents and employees of the Association and to prescribe their duties and fix their compensation.

SECTION 2 - ELECTION

The Directors of the Association shall be elected by a majority vote of the members present at the Annual Meeting of the Membership.

SECTION 3 - TERM OF OFFICE

The term of office of the directors shall be staggered so that: three are initially elected for three (3) years, three are initially elected for two (2) years, and three initially elected for one (1) year. After this initial election, each director would then be elected for a three (3) year term of office.

SECTION 4 - MEETING REQUIREMENTS

The Board of Directors of the Association shall hold meetings quarterly, and such special meetings as they deem necessary for the competent management of the affairs of the Association.

SECTION 5 - VOTING

Each member of the Board of Directors shall possess one vote in the matters coming before the Board. All voting at meetings of the Board of Directors shall be by each Director in person. Five members of the Board constitute a Quorum.

SECTION 6 - REMOVAL OF DIRECTOR

Any Director may be removed from office by a majority vote of the members present at any regular or special meeting of the membership. Notice of the proposed removal of a Director must be given to said Director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director must state the cause for the proposed removal.

SECTION 7 - UNEXCUSED ABSENCE

Unexcused absence from two consecutive meetings of the Board of Directors shall be due cause for removal of a Director.

SECTION 8 - BOARD VACANCIES

Any vacancy occurring on the Board, by reason of death, resignation, or removal of a Director shall be filled by a majority vote of the Board of Directors. Said appointee shall serve during the unexpired term of the Director whose position has been vacated.

SECTION 9 - ELECTION OF OFFICERS

Within a reasonable time, after their election, the Members of the Board shall elect the following officers: President, Vice President, Secretary, Treasurer, and any other positions that are deemed necessary.

SECTION 10 - AUTHORIZATION OF BOARD TO PROPOSE RULES AND REGULATIONS

The Board of Directors is authorized to propose any rules and regulations as to the use of the facility, conduct of members, etc. However, such rule and regulation proposals are subject to discussion and ratification at the annual membership meeting.

SECTION 11 - BOARD, COMMITTEE, AND PROPERTY MANAGER EXPENDITURES

All Board members, appointed Chairman, and Committee Members are authorized to make expenditures for the benefit of the Association up to \$25.00 without prior approval of the Board. The Property Manager shall be authorized to commit the Association for an amount up to \$300.00 for emergency expenditures.

SECTION 12 - HONORARY MEMBERS

All past Board Members of the Association shall be entitled to sit for one year on the Board of Directors as Honorary Members of the Board, after expiration of their term.

SECTION 13 - PROTECTION OF DIRECTORS AND OTHERS

No member of the Board of Directors of WTTA or of any duly appointed committee of WTTA shall be personally liable to any owner or to WTTA, or to any other person, for any error or omission of the Board or WTTA, or of any committee, officer representative, or employee of WTTA, or for any error or omission of such member, while acting or purporting to act in the course of duties as a Director or Committee, provided that such member of the Board or Committee member, has, with the actual knowledge by such member, acted in good faith.

ARTICLE VI - DUTIES OF OFFICERS

SECTION 1 - PRESIDENT

The President of the Board of Directors shall supervise all activities of the Association, preside at all Membership and Board Meetings of the Association, 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. The President shall have the power and authority to sign with the Secretary, or designee all the certificates of membership of WTTA. The President shall also sign with the Secretary all deeds and contracts, subject to the conditions and limitations herein on behalf of the Association, which shall be properly authorized by the Board of Directors.

SECTION 2 - VICE PRESIDENT

The Vice President of the Board of Directors shall act for the President in his absence, and perform other such acts as the President 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 portion of the 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, by majority vote, elect one of its members as Vice President to serve until the next Annual Meeting of the Board of Directors.

SECTION 3 - SECRETARY

It shall be the duty of the Secretary of the Board of Directors to keep all records of the Board and of the Association and to perform other such acts as the President may direct. The Secretary shall sign with the President, all certificates of membership of WTTA. In the event the office of the Secretary becomes vacant, the Board of Directors shall, by majority vote, elect one of its members as Secretary to serve until the next Annual Meeting of the Board of Directors. In return for services rendered, the Secretary shall receive credit for Membership fee and the dues for one site, in the amount of two hundred (200) dollars per year of term served.

SECTION 4 - TREASURER

The Treasurer shall receive and be accountable for all funds belonging to the Association, shall pay all obligations incurred by the Association when payment is authorized by a majority vote of the Board of Directors, maintain bank accounts in depositories designated by the Board, and render financial reports. In the event the office of the Treasurer becomes vacant, the Board of Directors shall, by majority vote, elect one of its members as Treasurer to serve until the next Annual Meeting of the Board of Directors. In return for services rendered, the Treasurer shall receive credit for Membership fee and the dues for one site, in the amount of two hundred (200) dollars per term served.

ARTICLE VII - PROPERTY MANAGER

SECTION 1 - APPOINTMENT THEREOF

The Board of Directors shall appoint a Property Manager at the yearly membership meeting in May.

SECTION 2 - TENURE

Minimum term of service is one (1) year and can be extended at each annual meeting on a yearly basis upon approval by the Board of Directors and mutual consent of the Property Manager.

SECTION 3 - CREDIT FOR SERVICE PERFORMED

In exchange for services rendered, the Property Manager shall receive credit for Membership fee and dues for one site (currently \$200.00 per year) for each year of service performed.

ARTICLE VIII - COMMITTEES

SECTION 1 - COMMITTEES

- A. The Board of Directors, by majority vote, shall have the power and authority to appoint Chairpersons of committees they deem for the best interest of WTTA. No committee will be recognized as representative of WTTA unless they are approved by the Board.
- B. No committee is authorized to spend or obligate WTTA 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.

ARTICLE IX - MEETINGS

SECTION 1 - ANNUAL MEETING

The annual meeting of the membership of WTTA shall be held on the third (3) Saturday of May of each year upon a ten (10) day written notice 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 the Association, with the postage thereon prepaid.

SECTION 2 - SPECIAL MEETINGS

Special meetings of the membership of WTTA may be called at the discretion of the Board of Directors upon the same ten (10) day 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 the Association, with postage thereon prepaid.

SECTION 3 - QUORUM

At any meeting of WTTA, members holding one-tenth of the votes to be cast and represented in person, shall constitute a quorum. Each member so present, shall be entitled to one vote. The vote of the majority of votes entitled to be cast by the members present at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon, unless a greater proportion is required by law. Any dues, fees, assessments, charges, or changes voted in by a majority, becomes the responsibility of the entire membership.

ARTICLE X - TREASURERS REPORT

SECTION 1 - POSTING

The Treasurer's Report shall be posted on the Lodge Bulletin Board each quarter. It shall include at a minimum a current statement of financial condition (assets, liabilities and equity) and a current profit and loss statement reflecting both the quarter and year to date information.

ARTICLE XI - AUDIT

SECTION 1 - AUDIT

All financial records of WTTA are subject to audit by a duly appointed committee appointed by the Board at any time as deemed necessary.

SECTION 2 - REPORT

If an audit is performed, said results of such audit will be summarized in a written report and presented to the Board and to WTTA members.

ARTICLE XII - BYLAW AMENDMENTS

SECTION 1 - BYLAW AMENDMENTS

These Bylaws may be amended, repealed or altered, in whole or in part, by a majority vote at any duly organized meeting of the WASHOUGAL TIMBER TRAILS ASSOCIATION, as herein specified.

We, the undersigned Officers of WASHOUGAL TIMBER TRAILS ASSOCIATION, an unincorporated association in the State of Washington, UBI No. 601 133 933, hereby certify that:

THE FOREGOING BYLAWS, COMPRISING OF 7 PAGES, ARE THOSE IN EFFECT AT PRESENT AND ARE THE SAME AS THOSE AMENDED OR OTHERWISE ALTERED TO DATE BY WASHOUGAL TIMBER TRAILS ASSOCIATION.

DATED: May 16th 1998

BY: Elmer Hadzick Secretary

BY: Charles W. Carley President



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**WASHOUGAL TIMBER TRAILS ASSOCIATION
NONDISCRIMINATION POLICY STATEMENT**

Washougal Timber Trails Association maintains a policy of nondiscrimination with its members and applicants for membership. No aspect of membership with this Association will be influenced in any manner by race, color, religion, sex, familial status, national origin, physical or mental disability, or any other basis prohibited by statute.