

IN THE SUPREME COURT OF THE STATE OF NEVADA

ELK POINT COUNTRY CLUB
HOMEOWNERS', ASSOCIATION, INC.,
AKA ELK POINT COUNTRY CLUB, INC.,
A NEVADA NON-PROFIT, NON-STOCK
CORPORATION,

Appellant,

vs.

K. J. BROWN, L.L.C., A NEVADA
LIMITED LIABILITY COMPANY; AND
TIMOTHY D. GILBERT AND NANCY
AVANZINO GILBERT, AS TRUSTEES
OF THE TIMOTHY D. GILBERT AND
NANCY AVANZINO GILBERT
REVOCABLE FAMILY TRUST DATED
DECEMBER 27, 2013,
Respondents.

Supreme Court No. 82484
District Court Case No. 2020-CV-00124
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Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

From the Ninth Judicial District Court, Department 1
The Honorable Nathan Tod Young, District Court Judge

OPPOSITION TO MOTION TO INTERVENE

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INTRODUCTION

This Court should deny the Motion to Intervene filed by a minority group of individuals engaged in for-profit commercial use of units that purportedly own no more than 18 out of 100 units within the Elk Point Subdivision (“Proposed Intervenors”) each in contravention of the Elk Point Country Club (“EPCC”) governing documents.¹ Intervention in an appeal is not permitted under Nevada law, and intervention was not granted in the district court. Even if this Court were to entertain an intervention, the Proposed Intervenors have not made any showing supporting either mandatory or permissive intervention under NRCP 24(a) and (b).

EPCC is a private, members-only, Internal Revenue Code (“IRC”) 501(c)(7) tax-exempt social club established in 1924, consisting of 100 individually owned properties, and exclusive amenities such as a private beach, beach deck and marina, collectively owned by the social club. Commercial activities within the social club threaten the EPCC social club’s tax-exempt status.

On October 23, 2020, a preliminary injunction hearing proceeded wherein the Court entered a Preliminary Injunction Order (“Injunction Order”) based upon its interpretation of EPCC’s governing documents and the evidence submitted

¹ The Proposed Intervenors’ Motion to Intervene filed in the district court case (Exhibit 3 to the Motion) identified 29 individuals as being the owners of 18 properties within EPCC. It is unknown whether all of the individuals identified are actual owners of the properties identified.

regarding the social club's tax-exempt status.² The Injunction Order requires the EPCC Board to enforce the social club's Bylaws and Rules, enjoining all short-term transient commercial use and long-term rental use.³ The Proposed Intervenor were timely notified of the injunction hearing and some chose to attend. *See Exhibit 1*, Declaration of Nancy Gilbert.

The Proposed Intervenor argue that they are entitled to intervene upon the flawed belief that simply because their commercial for-profit rental businesses will be affected by the Injunction Order, when the EPCC Board begins to enforce the Bylaws and Rules, that they have the right to intervene and stand with EPCC. The Proposed Intervenor ignore the fact that their participation has absolutely no bearing on the issues in this appeal which are limited to whether the district court's interpretation of EPCC's Bylaws and Rules⁴ was correct when it found that they do not authorize for-profit commercial rentals of units, which is subject to *de novo*

² On March 15, 2021, the district court entered an Order granting EPCC's Motion to Stay Matter Pending Interlocutory Appeal and stayed the operation of the Injunction Order as to both short-term and long-term rentals.

³ On March 15, 2021, the district court entered an Order granting EPCC's Motion to Stay Matter Pending Interlocutory Appeal and stayed the operation of the Injunction Order as to both short-term and long-term rentals.

⁴ The Bylaws mandate that no part of the social club's properties or facilities "shall operate . . . with the view of providing profit to its members." The recorded Rules to which Respondents seek to enforce, provide that "[n]o person shall operate any business on the Club premises, nor on their individual property, within the Club." True and correct copies of the pertinent provisions of the Bylaws and Rules are attached as EXHIBITS 2 and 3 respectively.

review, and whether its finding of irreparable harm in the form of EPCC losing its tax-exempt status was an abuse of discretion. *See Labor Comm’r of Nev. v. Littlefield*, 123 Nev. 35, 39, 153 P.3d 26, 28 (2007), holding that preliminary injunctions are reviewed for abuse of discretion, and questions of law are reviewed de novo. Thus, despite the total absence of any evidence of actual harm or damage resulting from the Injunction Order⁵, whatever “interests” the Proposed Intervenors claim to “protect” by way of intervention are simply irrelevant to the actual issues on appeal. Further, even if their interests were found to be relevant, they have been and are adequately represented by the EPCC Board.

1. Non-parties cannot intervene on appeal.

The law in Nevada is clear that a proposed intervenor does not become a party to a lawsuit unless and until the district court grants a motion to intervene. *Aetna Life & Cas. Ins. Co. v. Rowan*, 107 Nev. 362, 812 P.2d 350 (1991). NRAP 3(A) only confers a right to appeal upon a **party** aggrieved by a district court order. *Valley Bank of Nevada v. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994).

⁵ The Proposed Intervenors have never presented any evidence that they are even engaged in rental activities. Their claim they will allegedly be subjected to “enforcement measures such as fines, liens” is not supported by any evidence and similarly, their claim of “potential liability from their renters” has never been identified or articulated and should not be considered by the Court. *See Edwards v. Emperor’s Garden Restaurant*, 122 Nev. 317, 330 n. 38, 130 P.3d 1280 (2006) (The court need not consider arguments and claims not cogently presented or supported).

See also Marino v. Ortiz, 484 U.S. 301, 304, 108 S.Ct. 586 (1988)(per curiam) in which the United States Supreme Court concluded that “[t]he rule that only parties to a lawsuit, or those that properly become parties, may appeal an adverse judgment, is well settled.” The Proposed Intervenor correctly identify that the Nevada Supreme Court in *Stephens v. First Nat’l Bank of Nev.*, 64 Nev. 292, 304-05, 182 P.2d 146, 151—52 (1947), concluded, “[NRS 12.130 (the intervention statute)] makes ***no provision for intervention in the supreme court, in any case, at any stage of the proceedings, or at all.***” (*Emphasis added*). While *Stephens* concerned a request to intervene following the appeal of a final judgment, it is equally applicable and indistinguishable to this case. The Court’s unambiguous language was clear: intervention in the supreme court is not allowed “at any stage of the proceedings, or at all,” which reasonably and logically includes an appeal of an interlocutory order. The *Stephens* Court in no way indicated that a non-party could somehow participate in an appeal of an interlocutory order simply because its request was made “before trial.” Rather, the *Stephens* Court clarified its reasoning and confirmed that intervention can only be had in the district court: (*emphasis added*):

This court has original jurisdiction only as to the issuance of writs of mandamus, certiorari, prohibition, quo warranto and habeas corpus . . . All other jurisdiction of this Court is appellate. We have no jurisdiction to try cases, either civil or criminal. That jurisdiction is original, and, in cases of the class of the instant case, is conferred only upon the state district courts. . . [the intervention statute] makes

provision for intervention ‘before the trial’. ***This necessarily means that such intervention must be had in the district court . . .***

Id. at 304, 182 P.2d at 151. Because the Proposed Intervenor are not parties in the district court, they cannot appeal the district court’s Injunction Order.

2. The Motion does not satisfy NRCP 24’s timeliness requirements.

Setting aside the fact that the Proposed Intervenor do not have a protectible interest, this Court may disregard the arguments that their motion is “timely” under NRCP 24 because the timeliness analysis *only* applies to intervention in the district court case. *See Lawler v. Ginocchio*, 94 Nev. 623, 626-27, 584 P.2d 667, 668-69 (1978), holding that the timeliness of a motion to intervene is a matter within the ***discretion of the district court***. The Proposed Intervenor had multiple and timely notices by EPCC about the relief sought in Plaintiffs’ July 2, 2020 First Amended Complaint filed, which sought injunctive relief. A number of the commercial rental unit owners, including some Proposed Intervenor even attended the October 23, 2020 Preliminary Injunction hearing where the district court orally issued its preliminary injunction order. *See* EXHIBIT 1. Then, on February 2, 2021, EPCC filed an appeal-removing jurisdiction from the district court. Despite all of the above, the Proposed Intervenor chose to do nothing for eight months (from the filing of the complaint) to then dilatorily file a Motion to Intervene in the district court. Their disregard of the applicable procedural rules and meritless position

delays this appeal, increases litigation costs, and severely prejudices the parties in the appeal.

3. These Proposed Intervenorors do not have any protectable interests.

One has a sufficient interest in the litigation sufficient to intervene when he would either gain or lose by direct legal operation and effect of the judgment, *Harlan v. Eureka Mining Co.*, 10 Nev. 92, 94-95 (1875), or when one would have “a right to maintain a claim for the relief sought” and “[a] general, indirect, contingent, or insubstantial interest is insufficient” to warrant intervention. *Am. Home Assur. Co. v. Eighth Jud. Dist. Court*, 122 Nev. 1229, 1239-39 n. 35 (2006) The Proposed Intervenorors’ status as property owners of a few homes within EPCC has absolutely nothing to do with this appeal, which concerns the interpretation of EPCC’s Bylaws and Rules that remains a question of law. *See Am. First Fed. Credit Union v. Soro*, 131 Nev. 737, 739, 359 P.3d 105, 107 (2015). Nor does their assertion of property owner status have anything to do with this Court’s review of the district court’s finding that all commercial use in the social club places its IRC 501(c)(7) tax-exempt status at risk, thereby exposing all 100 EPCC members to significant damages. As explained below, they have no “right to rent” and as a result they have no “protectible interest” that would afford them the right to intervene in this appeal.

4. There are no protectable property rights to EPCC’s real property.

The Proposed Intervenor do not understand that no social club member has any ownership interest in EPCC's social club real property, as evidenced by the deeds upon every individual unit. Each unit owner's right to use EPCC's property is derived only through his or her membership admission into the social club. Each unit owner must first apply to be a social club member, and before being accepted, must agree to be contractually bound by EPCC's social club Bylaws and Rules. *See* EXHIBIT 4. Conversely, if one decided not to agree to the Bylaws and Rules, they are free to purchase property elsewhere. When the Proposed Intervenor complain that the Injunction Order impermissibly limits their ability from "using their real property as they see fit," they fail to acknowledge that the Injunction Order did not cause their alleged harm, but EPCC's Bylaws and Rules, which impose the very limitations that they complain of to support their interference. Thus, any claim that the Proposed Intervenor's "property rights" are affected by the Injunction Order is fatally flawed because they do not have a special right that would allow them to engage in commercial for-profit rental use within the social club, no special exception exists relieving them from complying with the EPCC Bylaws and Rules. They have nothing to protect in this appeal.

5. The Proposed Intervenor's interests are adequately represented.

The Proposed Intervenor fail to articulate how the EPCC Board is not adequately representing their interests other than asserting that the corporation

does not rent any parcels. The purpose of the EPCC Board is to represent the interests of all social club owners, just as any corporate board represents the best interests of all of its shareholders. The Proposed Intervenor seek the exact outcome as the EPCC Board; their positions are identical and each object to the Injunction Order's prohibition. Thus, where the same goal is sought by both the EPCC Board and the Proposed Intervenor, no impairment exists. When an applicant for intervention and an existing party have the same ultimate objective, a presumption of adequacy of representation arises." *Hairr v. First Jud. Dist. Ct.*, 132 Nev. 180, 185, 368 P.3d 1198, 1201 (2016). Any Intervention would simply duplicate EPCC's efforts and unreasonably compound the time and expense of this appeal. To the extent that the Proposed Intervenor claim they are a "necessary party," so too would all the remaining 100 EPCC social club members, as they would have just as much of an interest to uphold the Injunction Order.

6. Permissive intervention under NRCP 24(b) is not warranted.

Permissive intervention "is wholly discretionary with the [district] court . . . and even though there may be a common question of law or fact, or the requirements of Rule 24(b) are otherwise satisfied, the court may refuse to allow intervention." *Hairr*, 368 P.3d at 1202-03. The court must consider "whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights." *See* NRCP 24(b)(3). Increased costs are also a legitimate consideration.

See Hairr, 368 P.3d at 1203. For the reasons set forth above, there is no basis to allow permissive intervention when the Injunction Order does *not* take away any of the Proposed Intervenors' rights.

7. Intervention is not mandatory under NRS 30.180.

The Proposed Intervenors are not necessary parties to this appeal because they have no impact nor effect on the outcome, and EPCC's position mirrors that of the Proposed Intervenors.

CONCLUSION

There is no logical reason to permit 29 non-parties to unreasonably complicate and unnecessarily convolute the issue on appeal, dramatically increasing litigation costs, which is the exact opposite of this Court's goal in "achieving the fair, orderly, and expeditious disposition of cases." *MDB Trucking, LLC v. Versa Prods. Co., Inc.* 136 Nev. Adv. Op. 72 (2020).

DATED this 30th day of April, 2021.

LEACH KERN GRUCHOW ANDERSON SONG

By: /s/ Sophie A. Karadanis, Esq.

Sophie A. Karadanis, Esq. (NV Bar No. 12006)
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and

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Attorneys for Respondents

CERTIFICATE OF SERVICE

Pursuant to NRAP 25(c), I certify that I am an employee of the law firm of Leach Kern Gruchow Anderson Song, and that on this day I served the foregoing document described as ***Respondents' Opposition to Motion to Intervene*** on the parties set forth below, at the address listed below by:

 X Electronic means to registered user of the court's electronic filing system consistent with NEFCR 9:

Prescott T. Jones, Esq. | Resnick & Louis, P.C. | Las Vegas

Gayle A. Kern, Esq. | Leach Kern Gruchow Anderson Song | Reno

 X Notification by traditional means must be sent to the following:

David Wasick
Settlement Judge
PO Box 568
Glenbrook, NV 89413

Richard H. Bryan, Esq.
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Suite 1100
Las Vegas, NV 89169

DATED this 30th day of April 2021.

/s/ Teresa A. Gearhart
Teresa A. Gearhart

EXHIBIT “1”

EXHIBIT “1”

1
2
3 **DECLARATION OF NANCY A. GILBERT**

4 NANCY A. GILBERT, being first duly sworn, depose and avers:

5 1. I am a resident of the City of Reno, County of Washoe County, State of
6 Nevada, and am over 18 years of age. This declaration is based on my personal
7 knowledge, except for those matters stated on information and belief, and as to
8 those items, I believe them to be true. This declaration is made in support of the
9
10 Opposition to Motion to Intervene and filed herewith, and it represents my
11 testimony if I were to called upon to present same in Court.
12

13 2. I am the co-trustee of the Timothy D. Gilbert and Nancy Avanzino Gilbert
14 Revocable Family Trust dated December 27, 2013 ("Gilbert Family Trust"), and a
15 plaintiff in Case No. 2020 CV 00124 in the Ninth Judicial District Court of the state
16 of Nevada in and or County Douglas, and a Respondent in the subject appeal. The
17 Gilbert Family Trust is the owner of real property located at 464 Elks Avenue,
18 Zephyr Cove, Nevada within the Elk Point subdivision. As a result of my
19 ownership of the referenced property, I am a Unit Owner/Member of EPCC.
20
21
22

23 3. The EPCC members, including the Proposed Intervenors, were notified of
24 the October 23, 2020 preliminary injunction hearing through the EPCC Board
25 Agendas and Minute notices. Therefore, their claim that the Injunction Order was
26 entered without notice would appear to be incorrect.
27
28

1 4. I was present at the October 23, 2020 hearing on Plaintiffs' Motion for
2 Preliminary Injunction and also testified as a witness. As a result, I have personal
3 knowledge of the individuals that attended that hearing. There were many rental
4 unit owners in the audience, including the following: William Zeller, Linda and
5 Rich Hoffman, Randy Butler, Anne Gerken, and Charles Jennings. Of those
6 individuals that I personally viewed as attending during the all-day hearing,
7 William "Bill" Zeller and Linda Hoffman are identified as two of the Proposed
8 Intervenor Homeowners in the Motion to Intervene.
9
10

11
12 5. Attached as EXHIBIT 2 and 3 to the Opposition to Motion to Intervene are
13 true and correct copies of the pertinent pages of the Bylaws and EPCC Rules and
14 Regulations that the district court reviewed and interpreted in granting the
15 Preliminary Injunction Order.
16

17 6. Attached as EXHIBIT 4 to the Opposition to Motion to Intervene is a true
18 and correct copy of the EPCC Membership Application.
19

20 7. I declare under penalty of perjury under the laws of the State of Nevada that
21 the foregoing is true and correct.
22

23 DATED this 30th day of April, 2021.

24
25 
26 NANCY A. GILBERT
27
28

EXHIBIT “2”

EXHIBIT “2”

32-

ELK POINT COUNTRY
club

P.O. Box 9
Zephyr Cove,
Alameda 89448
ATTN: STEVE ACHARD

BYLAWS
OF
ELK POINT COUNTRY CLUB, INC.

July 2, 1994
250-77-16b

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PROPOSED AMENDMENT - 1981**BYLAWS OF ELK POINT COUNTRY CLUB INCORPORATED****Preamble**

The Elk Point Country Club, hereafter called Corporation, is a membership corporation organized under the General Non-Profit Corporation Laws of the State of Nevada. Its primary purpose is hereby affirmed to be to provide its members the pleasure of fellowship and recreation, and its corporate functioning shall be designed to achieve in highest measure such purpose. It shall not operate its properties or facilities with the view of providing profit to its members but rather such properties and facilities shall be held, operated, and made available for the use and enjoyment of its members upon payment of such assessments and charges as will fairly meet its cost of operation and provide a reasonable accumulation of funds for repairs, replacements and additions.

ARTICLE I**MEETINGS OF MEMBERS**

Section 1. All meetings of the members shall be held on the property of Elk Point Country Club, Inc., Lake Tahoe, Nevada.

Section 2. A majority of the membership certificates issued and outstanding represented by the holders thereof either in person or by proxy shall constitute a quorum for the transaction of business at all meetings of members.

Section 3.

a) The annual meeting of the members shall be held at Elk Point Country Club, Inc. on the first Saturday of July of each year at the hour of 1:00 P.M. thereof.

b) At such annual meeting each holder of a certificate of membership in the Corporation, which said certificates of membership were registered in the name of the member on the 90th day preceding the meeting, exclusive of the day of such meeting, shall be entitled to one vote in person or by proxy.

c) At such meetings the members shall elect by a plurality by ballot the Board of Directors from among the qualified members as defined by the Articles of Incorporation and the Bylaws.

Section 4. Notice of annual meeting of the members shall be given by depositing the notice in the U.S. mail addressed to each member at the address of the member as the members name appears upon the records of the Corporation, at least fifteen calendar days prior to the meeting, exclusive of the day of the mailing.

Section 5.

a) At such annual meeting, if a quorum of the membership certificates shall not be present or represented, the members present shall have the power to adjourn to a day certain, and notice of the meeting to the adjourned day shall be given to the members by depositing the notice in the U.S. mail addressed to each member at the address of the member, as the same appears upon the records of the Corporation, at least five calendar days prior to such adjourned meeting, exclusive of the day of the mailing.

b) If a majority of the membership is present at such annual meeting in person or by proxy, such majority shall have power from time to time to adjourn the annual meeting to any subsequent day or days, and notice of the adjourned meeting need not be given.

Section 6. Special meetings of the members may be held when called by the President, by a majority of the Directors, or by one third of the members of the Corporation. Notice of special meetings shall be given by depositing the notice in the U.S. mail addressed to each member of the address of the member as the same appears upon the records of the Corporation, at least seven calendar days prior to the meeting, exclusive of the day of the mailing.

Section 7. Personal notice shall be equivalent to the notice by U.S. mail in all cases wherein notice by mail is authorized by these Bylaws.

Section 8. At all meetings of the members, the order of business shall be as follows:

- (a) Calling of roll;
- (b) Proof of notice of meeting;
- (c) Approving of Minutes of previous meeting;
- (d) Reports of Directors and Officers;
- (e) Election of Directors;
- (f) Miscellaneous Business.

ARTICLE II

DIRECTORS

Section 1. The Board of Directors shall constitute the ruling and governing body of the Corporation. It shall apply all rules regulating the affairs and conduct of the Corporation, subject in each case to the provisions of these Bylaws the Articles of Incorporation and subject to the laws of the State of Nevada.

Section 2. Qualification for Directors: A director must be a member of the Corporation in good standing for two years prior to election to office. If any director shall cease to be a member or fail to continue to be a member in good standing, the office of that director shall be deemed to be vacant.

Section 3. Directors of the corporation shall be five in number and shall fill the terms of office as follows: Beginning with the elections scheduled in July of 1991 and thereafter, three (3) directors shall be elected on even numbered years for two (2) year terms each, and two (2) directors shall be elected on odd numbered years for (2) year terms each.

Section 4. The Directors shall meet at such time at the office of the Corporation, or at such other convenient places upon the Corporation property. A meeting of the Board shall be held the last Sunday in June, and again immediately succeeding every annual meeting of the members of the Corporation.

Section 5. Special meetings of the Board of Directors shall be held when called by the President, or when requested by a majority of the Directors. Notice of special meetings of the Board of Directors shall be given to each Director by depositing the

notice in the U.S. mail addressed to the Director at the address of the Director as the same appears upon the records of the Corporation, or shall be given personal notification, at least seven calendar days prior to the meeting exclusive of the day of the mailing or giving personal notification. The fact of notice and the time and method thereof shall be entered upon the minutes of the meeting. Upon request, any member shall receive notice of special meetings after payment of a reasonable fee for such service. The fee shall be paid to the Treasurer. The amount of the fee shall be established annually by the Board of Directors.

Section 6. The Board of Directors may have an office on the premises of the Corporation and shall keep the books of the Corporation as the laws of the State of Nevada require to be kept within the State of Nevada, at such office. Other books of the Corporation shall be kept at such place or places as the Board of Directors may from time to time determine.

Section 7. A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 8. Any act of a majority of the Directors, although not taken or done at a regular or special meeting of the Board of Directors, if such action and the record thereof is assented to in writing by all members of the Board of Directors, shall be as valid and effective as if taken or done by the Board of Directors at a regularly called meeting.

Section 9. Any notice required to be given by this Article may be waived by the party to whom such notice is required to be given, provided such waiver is in writing,

duly signed either before, at, or after the meeting. The waiver shall be filed with the Secretary of the Corporation.

ARTICLE III

POWERS OF DIRECTORS

Section 1. The Directors shall have power to appoint and remove at pleasure, all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require from them security for faithful services.

Section 2. The Directors shall have power to conduct, manage and control the affairs and business of the Corporation and to make rules and regulations not inconsistent with the laws of the State of Nevada, the Articles of Incorporation and the Bylaws of the Corporation.

Section 3. The Directors shall have power to incur indebtedness, except as limited by Article V of these Bylaws, the terms and amounts of which shall be entered upon the Minutes of the Board of Directors meeting, and the note or writing given for the same shall be signed officially by the Officer or Officers authorized by the Board of Directors.

Section 4. The Board of Directors may not increase or decrease the number of members of the Board of Directors.

ARTICLE IV

LIMITATIONS OF POWERS

Section 1. The enumeration of the powers and duties of the Directors in these Bylaws shall not be construed to exclude all or any of the powers and duties, except insofar as the same are expressly prohibited or restricted by the provisions of these Bylaws or Articles of Incorporation, and the Directors shall have and exercise all other powers and perform all such duties as may be granted by the laws of the State of Nevada and do not conflict with the provisions of these Bylaws and the Articles of Incorporation.

Section 2. The Board of Directors shall not borrow money or incur any indebtedness in excess of the annual budget amounts approved by a majority vote of the members first had at a regularly called annual or special meeting of the members.

Section 3. The Board of Directors shall not enter into any contract, the performance of which would require over twelve (12) months, nor any contract for personal services for a period exceeding twelve (12) months.

Section 4. The Board of Directors shall not sell, convey, or encumber any of the real property of the Corporation without the unanimous consent of the total Membership first obtained.

(Note: Amendment of this section is restricted. See Article XXIV, Section 1.)

Section 5. The compensation of all employees and of all Officers of the Corporation, other than the Directors, shall be fixed and determined by the Board of Directors as herein provided.

ARTICLE V

DUTIES OF DIRECTORS

Section 1. It shall be the duty of the Directors:

- (a) To cause to be kept a complete record of all the accounts and the proceedings of the members and to present a full statement thereof at the annual meeting of the members, showing in detail the receipt and disbursements and the assets and liabilities of the Corporation, and generally the condition of its affairs, a similar statement shall be presented at any other meeting of the members when thereby required by persons holding at least one-third of the issued and outstanding membership certificates.
- (b) To supervise all officers, agents, the caretaker and employees and see that their duties are properly performed.
- (c) To cause to be issued the certificates of membership upon admission to membership of new members.
- (d) To approve the employment of a caretaker, to reside on the premises throughout the year.
- (e) To issue to the caretaker each month, or following each meeting of the Board of Directors, orders setting forth a monthly schedule of work to be performed by the caretaker in the ensuing month.
- (f) To appoint a committee of three members of the Corporation, none of whom shall be incumbent directors, to make an independent annual audit of the financial condition of the Corporation and submit the same to the Directors at the

meeting of Directors held the last Sunday of June.

(g) To adopt annually, rules for the conduct and government of the members, their guests and tenants, in connection with the exercise of their privileges as members, tenants and guests and their use of the Corporation property, and cause the same to be published and mailed to each member at the address of the member as the same appears upon the records of the Corporation. It shall be each member's responsibility to require guests and tenants to obey said rules.

ARTICLE VI

OFFICERS

Section 1. The Officers of the Corporation shall be a President, Vice President, Secretary and Treasurer. No Offices shall be consolidated. The Board of Directors shall, at their first regular meeting, elect from its members a President, Vice President, a Secretary and a Treasurer.

Section 2. No member may act in the capacity of more than one officer position for any transaction or series or related transactions.

Section 3. The Treasurer and any other Officers with authority to disburse funds of the Corporation shall be bonded for an amount determined by the Board of Directors. Each such bond shall be not less than \$2,000.00.

ARTICLE VII

PRESIDENT

Section 1. The President shall be the chief officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. If at any time the President shall be unable to act, the Vice President shall take the place of the President and perform such duties, and, in case of the inability of the Vice President to act, the Board of Directors shall appoint a member of the Board to do so, and such member shall be vested for the interim period with all powers and shall discharge and perform all duties and functions of the office.

Section 2. The duties of the President shall be:

- (a) To preside over all meetings of the members and Directors.
- (b) To sign, as President, all certificates of membership and all contracts and other instruments in writing which have been approved first by the Board of Directors.
- (c) To call the Directors together whenever he shall deem it necessary; and to have, subject to the advice of the Directors, charge of all affairs of the Corporation, and generally to discharge such other duties as may be required of the President by the Bylaws of the Corporation.

ARTICLE VIII

VICE PRESIDENT

Section 1. The Vice President shall be vested with the powers and shall perform all of the duties of the President in the absence of the President and at other times shall have authority and shall perform such duties as the Board of Directors may prescribe.

ARTICLE IX

SECRETARY

Section 1. The Secretary shall give all required notice of all meetings of the members and meetings of the Board of Directors, keep minutes of all the meetings of members and Board of Directors, register and countersign all certificates of membership, countersign contracts, and other instruments in writing requiring the signature of the President, be custodian of the seal and attach the same to all documents and instruments requiring the seal, and in general, perform all acts incident to the office of Secretary.

Section 2. The Secretary shall mail to each member a copy of the Minutes of Directors' meetings, and all meetings of the members, within five calendar days after any such meeting, whether the said Minutes have been approved or not.

ARTICLE X

TREASURER

Section 1. The Treasurer shall receive all moneys and funds of the Corporation

and shall deposit the same in such depository or depositories as from time to time may be selected by the Board of Directors.

Section 2. The Treasurer shall perform all other duties respecting moneys, funds, securities and property of the Corporation which the Treasurer may receive, or which may be confided to the care of the Treasurer as the Board of Directors may from time to time prescribe or direct.

Section 3. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or by an authorized Officer of the Corporation, only upon proper vouchers for such disbursements and as required by Article XIV of these Bylaws.

Section 4. The Treasurer shall render to the President and Board of Directors at regular meetings of the Board, or whenever they may require it, an account of all actions as Treasurer, and of the financial condition of the Corporation.

Section 5. The Treasurer shall submit to the Board of Directors an annual statement showing in detail all receipts and disbursements at the meeting of the Board of Directors which shall be held on the last Sunday of June of each year.

ARTICLE XI

VACANCIES

Section 1. If the office of any Director or of any appointed official of the Corporation shall become vacant for any cause, the remaining Directors, if more than a quorum, may elect a successor or successors who shall hold office for the unexpired

term, and in the event there is less than a quorum, the remaining Directors shall call a special meeting of the membership to fill the vacancies.

ARTICLE XII

VALIDATION OF INFORMAL ACTS

Section 1. Any act of a majority of the Board of Directors, although not had at a regularly called meeting, and the records thereof, if attested to in writing by all the other members of the Board, shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 2. Whenever all members entitled to vote at any meeting, whether of Directors or of members, consent either by writing signed on the records of the meeting, or filed with the Secretary, or by presence at such meeting, and oral consent entered on the Minutes, or by taking part in the deliberations at such meeting without objections, all acts of such meeting shall be as valid as if had at a meeting regularly called and noticed and at such meeting any business may be transacted which is not excepted from the written consent, or to the consideration of which no objection for want of notice is made at the time, and if any meeting is irregular for want of notice, or of such consent, and a quorum is present at such meeting, the proceedings of such meeting may be ratified and approved and rendered valid, and the irregularity or defect waived by a written consent by all members having a right to vote at such meeting, or by a majority vote at any subsequent legally convened meeting, and such consent or approval of members may be by proxy or by power of attorney, in writing.

ARTICLE XIII

CORPORATE SEAL

Section 1. The Corporation shall have a seal upon which shall appear the Corporate name and date when incorporated, which date shall be the date of the issuance of the original certificate of the Secretary of State, and such other designs as the Board of Directors may determine.

ARTICLE XIV

DEPOSIT AND DISPOSITION OF FUNDS

Section 1. The Board of Directors is authorized to select such depositories as it shall deem proper for the needs of the Corporation. All checks and drafts against such deposited funds shall be signed by the Treasurer and countersigned by one of the following Officers: President, Vice President or Secretary.

ARTICLE XV

MEMBERS

Section 1. No person shall be eligible to membership in this Corporation whose application for membership has not been submitted to the Board of Directors and favorably passed upon by a majority vote of the Board of Directors at any regular or special meeting thereof.

Section 2. No person shall be entitled to any property rights or interest therein or derived by a member of the Corporation from whom any such person may obtain

consenting to such assignment of transfer and to the acceptance of the assignee or transferee as a member of the Corporation.

Section 3. Any person may apply for membership in the Corporation by application to the Board of Directors on a form to be made available by the Board of Directors. If a member desires to transfer the membership and all property of the member to any such applicant, such member shall join in the application and request that the membership be so transferred to such applicant. If such member desires to sell to such applicant only one or more of several lots owned by the member but would still retain one or more lots, then such member shall join in the application and request permission to transfer such lot or lots proposed to be sold. A copy of the proposed deed or deeds shall be annexed to each application.

Section 4. If an applicant is elected to membership by the Board of Directors, upon transfer of membership, all property rights of the prospective grantor and assignor of the certificate of membership of the Corporation shall terminate upon the execution and valid delivery of the deed or deeds to the grantee and execution of the assignment of the certificate of membership.

Section 5. The initiation fee for all new members shall be \$10,000 which said sum shall accompany all applications for membership. In the event the application is rejected, the initiation fee shall be returned to the applicant.

Section 6. Any owner of a certificate of membership, who on the 22nd day of August, 1948, owned a lot or lots in his or her name, having a spouse, adult or adults, child, or children, or parent or parents, or brother or sisters, may, upon surrender of such certificate, apply to the Board of Directors to issue a certificate of membership in joint tenancy to such owner and to the spouse, or adult or adults, child or children, or parent

child, or children, or parent or parents, or brother or sisters, may, upon surrender of such certificate, apply to the Board of Directors to issue a certificate of membership in joint tenancy to such owner and to the spouse, or adult or adults, child or children, or parent or parents, or brother or sister of the member, and the Board of Directors shall forthwith issue to such member and spouse, adult or adults, or child or children, or parent or parents, or brother or sister, a new certificate of membership in joint tenancy to such persons.

Section 7. No initiation fees shall be required upon the issuance of a new certificate as provided in Section 6.

Section 8. When any certificate or membership is held jointly by several persons, any one of them may vote at any meeting in person or by proxy in respect of such membership, however, if more than one of them are present at such meeting in person or by proxy, no vote shall be received in respect of such shared membership unless the persons present join in or assent to such vote. In case of the death, bankruptcy, or mental incapacity of any fractional owner of a membership certificate, the person entitled to such fractional membership shall be entitled to vote in respect of such fractional membership as set forth above.

Section 9. There shall be one class of membership, limited to natural persons.

ARTICLE XVI

PROPERTY RIGHT OF MEMBERS

Section 1. No member or owner of a lot or lots, or any member having only an equity in a lot or lots, shall sell or convey or otherwise dispose of any part or

portion thereof without the prior consent of a majority of the Board of Directors by appropriate resolution at any general or special meeting thereof.

Section 2. The property of members shall be used for single family residential purposes only.

Section 3. No structure of any kind shall be erected or permitted upon the premises of any member unless the plans and specifications shall have first been submitted to and approved by the Board of Directors. No tent, house trailer, motor home, camper, or similar housing, permanent or temporary, shall be permitted within the premises and real property of the Corporation at any time under any circumstances, except for loading and unloading.

Section 4. No member shall own more than three (3) lots at the same time.

Section 5. The grantee or grantees of any property and premises, and the property and the premises within the tract of the Corporation, shall be subject at all times to the Articles of Incorporation, Bylaws, rules and regulations of the Corporation which shall in turn bind every subsequent grantee, the executors, administrators, successors and or assigns of such grantee.

ARTICLE XVII

ANNUAL ASSESSMENTS

Section 1. The annual operating assessment shall be on a membership basis, and shall be fixed by the Board of Directors at the Adjourned Annual Meeting in accordance with the budget submitted and approved by the Members at the Annual

July Meeting.

Section 2. The annual assessment shall cover a period of time extending from July 1st to June 30th of the following year and shall be due and payable on August 10th of each year and shall become delinquent on November 10th of that particular year.

Section 3. All special assessments, such as roads, water, trees, etc., shall be on a per lot basis.

ARTICLE XVIII

LIENS UPON MEMBERSHIPS

Section 1. Any unpaid membership fees and assessments shall be a lien upon the debtors membership, certificate of membership, and all lots, including the improvements thereon, at Elk Point Country Club, Nevada, owned by the member or in which the member has an interest. In any suit to foreclose such lien the court may award reasonable attorney's fees, which together with cost of suit, for foreclosure and sale, and any taxes paid by the Corporation, shall also be a lien upon said properties of the debtor.

ARTICLE XIX

TERMINATION OF MEMBERSHIP

Section 1. Membership shall be terminated by transfer of the same, or be transfer of the last lot owned by a member. No such transfer shall be effective except upon the consent of the Board of Directors as set forth in these Bylaws. Membership

obligations shall continue against the personal representatives, heirs, assigns and devisees of the former member and shall continue to be a lien upon said lot or lots. A former member whose membership has been terminated as provided in these Bylaws, immediately forfeits all rights of membership and all interest in the property and assets of the Corporation.

ARTICLE XX

PENALTIES

Section 1. By action of the Board of Directors, the membership of a member shall be suspended for any of the following causes:

(a) Violation of or failure by any member or the tenant or guests, of the member to comply with any Corporation Bylaw, Article of Incorporation, or any of the rules and regulations promulgated by the Board of Directors, after due notice and hearing by the Board of Directors.

(b) Failure, for three months, to pay assessments owing the Corporation.

Section 2. During the period of suspension, the suspended member shall not be entitled to any services from the Corporation nor from its caretaker, and the water supply

to the property of such member may be shut off after due notice. Voting privileges shall also be denied and assessments shall continue during the suspension.

Section 3. Any member so suspended may be reinstated, by a majority vote of the Board of Directors, after completion of remedy imposed by the Board of Directors.

ARTICLE XXI**PROPERTY RIGHTS ON DEATH OF MEMBERS**

Section 1. Upon the death of a member, all provisions of these Bylaws shall apply to the heirs, devisees and personal representatives of the deceased member. Should title to any lot or lots of the deceased member vest in any heir or heirs, devisee or devisees, of said member either by operation of law or decree of distribution, then such heir or heirs, devisee or devisees shall be admitted to membership in this Corporation upon application to and approval by the Board of Directors and no initiation fee shall be charged the heir, devisee and personal representatives of any deceased member, and the title of such heir or heirs, devisee or devisees, to the lot or lots of said deceased member shall be recognized by this Corporation; upon the condition, however, that said heir or heirs, devisee or devisees, shall in all respects be bound by and shall adhere to the Bylaws, rules and regulations of this Corporation, including those pertaining to any sale of said lot or lots. Any sale of said lot or lots by any personal representative of a deceased member shall not be valid until the purchaser or contemplated purchaser shall be approved by the Board of Directors of this Corporation as provided in these Bylaws.

ARTICLE XXII**DISSOLUTION**

Section 1. Upon the termination of the life of the Corporation, or upon its sooner dissolution for any cause, all restrictions, regulations and limitations as to the sale and

conveyance, possession, occupancy and enjoyment of any lot or lots owned by the members shall terminate. All assets of whatever kind, character or nature shall be converted into cash and the net thereof divided among the members proportionately to the number of lots owned by each. Nothing herein contained shall be construed to prevent a renewal of the charter of the Corporation in the manner provided by law thereby extending the life of the Corporation.

ARTICLE XXIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation shall begin with the first day of July and extend to the 30th day of June, both days, inclusive, unless otherwise provided by the resolution of the Board of Directors.

ARTICLE XXIV

AMENDMENTS

Section 1. These Bylaws may be amended except as otherwise provided, by a two-thirds majority vote of all the members present at any regularly called meeting of members, provided, however, that written notice of the proposed changes shall have been given to each member in the same manner and for the same time as notice for the meeting is required by these Bylaws. Neither Article XXIV nor Article IV Section 4 shall be amended without the unanimous consent of all members.

ARTICLE XXV

CARETAKER

Section 1. A caretaker shall be employed by the Board of Directors upon terms and conditions to be fixed and approved by the Board of Directors. Said Caretaker shall be directly responsible to the Board of Directors. No caretaker shall be retained by a contract for services in excess of one year.

Section 2. Each member shall notify the Caretaker of the name of any renter, tenant or guest and the dates of tenancy.

ARTICLE XXVI

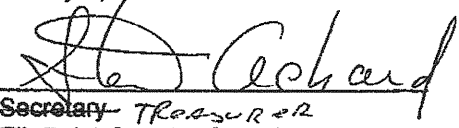
EFFECTIVE DATE OF BYLAWS

Section 1. These Bylaws shall be effective upon approval by a two-thirds vote of all members present, at its Annual Membership Meeting to be held on the First Saturday in July, and shall supersede all other Bylaws of Elk Point Country Club, Inc., and said Bylaws shall be filed by the Secretary of this Corporation, with the County Clerk of Douglas County, Nevada, within thirty (30) days from the effective date of the approval of these Bylaws by a two-thirds vote of all members as provided in these Bylaws.

The above Bylaws were adopted on July 3, 1982.

Attested this 22nd day of July, 1982.

Amendments effective as amended July 2, 1994.


~~Secretary~~ ~~Treasurer~~
Elk Point Country Club, Inc.
STEVE ACHARD

DOUGLAS COUNTY

ELKPOINT COUNTRY CLUB, INC.

RULES AND REGULATIONS - ADOPTED JUNE 26, 1988

Members are responsible for the actions and behavior of their renters and guests. Renters must comply with all rules and regulations of the Elkpoint Country Club. Any violations of the rules by renters, the Caretaker will notify renter and the Secretary will notify the member. If the violations are not corrected in a reasonable time, the Board of Directors are to take appropriate action.

1. The speed limit on all roads within the Club is 15 miles per hour. One-way street designations shall be strictly enforced.
2. No firearms may be discharged on the grounds or roads of the Club.
3. No burning, open fires or fireworks will be allowed on the grounds with the exception of specific days allowed by the Fire Dept. for open burning with a Fire Permit.
4. Members will not allow renters to have cats or dogs. No dogs shall be allowed on the Club beach. Dogs must be on leash in other areas of the Club grounds.
5. No water skiing off the Club beach and no glass containers on the beach.
6. Persons having late hour activities or loitering on Club property should show respect to the entire membership in regard to unnecessary disturbances (loud music, etc.). Minors (under 18) must be accompanied by an adult after 10:00 p.m. at the beach.
7. No Motorcycles, ATC's, ATV's, Off-road vehicles and unlicensed vehicles shall be operated on the Club roads or grounds for recreational purposes.
8. Boat trailers only may be parked in the designated parking area near the beach gate.
9. No structures of any kind shall be erected or permitted upon the member's premises unless plans and specifications have been first submitted to the Board 30 days in advance of submitting to local agencies - building department, TRPA, etc., for preliminary approval by the Board. This provision includes any exterior remodeling or construction.
10. No person shall operate any business on the Club premises, nor on their individual property, within the Club.
11. Members or tenants desiring to pick up keys from the Caretaker should do so prior to 8:00 p.m. unless special advance arrangements have been made. Caretaker must be advised of persons authorized to pick up keys prior to their arrival. All members shall notify Caretaker of the emergency shut-off locations, Replacement keys - \$2 each.
12. Members renting their property must notify the Caretaker (for the Board of Directors), of the names of the tenants and the terms of their rental agreement.
13. Any member selling their property at Elkpoint must notify the buyer that they must submit three letters of recommendation for approval by the Board of Directors, along with a check for membership fees at the current rate before the sale is finalized.
14. All members shall give the Caretaker the phone number of their permanent residence or where they can be reached in case of emergency.
15. The attention of the Members is directed to Article XX of the By-laws. This section states that the Board may suspend a member for "violation of or failure of any member, or tenant or guests of the member, to comply with any Corporation By-law,...or any of the rules and regulations, after due notice and hearing..." It also states that a member may be suspended if they fail, for three months, to pay assessments owing the Club. An interest charge of 1-1/2% per month will be made on delinquent assessments as of December 10th of each year.

Members cooperation is essential to comply with all the Rules and Regulations and the By-laws of Elkpoint Country Club, Inc. Compliance will prevent deterioration of our property and assure that the "Point" is operating in a sound manner.

PLEASE POST THESE RULES IN A VISIBLE PLACE.

370678
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DOUGLAS COUNTY

REQUESTED BY
Elk Paint Country Club
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 SEP 18 P2:17

370678
BK0995PG2603

LINDA SLATER
RECORDER
\$22.00 PAID. K. DEPUTY

ELK POINT COUNTRY CLUB, INC.

RULES AND REGULATIONS - JULY 3, 1961

Memberships are responsible for the actions and behavior of their renters and guests. Renters must comply with all rules and regulations of the Elk Point Country Club. Any violations of the rules by renters, the Caretaker will notify renter and the Secretary will notify the member. If violations are not corrected in a reasonable time, Board of Directors are to take appropriate action.

1. The speed limit on all roads within the Club is 15 miles per hour.
2. No firearms may be discharged on the grounds or premises of the Club.
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4. Members will not allow renters to have cats or dogs. No dogs shall be allowed on the Club Beach. Dogs must be on leash in other areas of the Club grounds.
5. No water skiing off of the Club beach.
6. Parties or persons having late-hour beach activities or loitering on Club property should show respect to the entire membership in regard to unnecessary disturbances (loud music, etc.) Minors (under 18) must be accompanied by an adult after 10:00 P.M. at the beach.
7. No motorcycles shall be operated on the Club roads or grounds.
8. No tent, house trailer, boat trailer or box trailer. Permanent or temporary, shall be allowed under any circumstances on Club grounds, except for loading or unloading. All trailers must be parked in the designated parking area near the gate to the beach.
9. No structures of any kind shall be erected or permitted upon the members premises unless plans and specifications have been first submitted to the Board 30 days in advance of submitting to local Agencies, Building Department, TRPA, etc., for preliminary approval by the Board. This provision also includes any exterior remodeling or construction.
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12. No member shall rent their property until member notifies Caretaker (on behalf of Board of Directors), submitting name of tenant and terms of their rental agreement.
13. Any member selling his property at Elk Point must notify buyer that he must submit three (3) letters of recommendation for the Board of Directors approval, along with a check for membership fees at the current rate before any sale is finalized.

ARTICLE XX - BYLAWS - PENALTIES Sec. 1,2,3:

Section 1: By action of the Board of Directors the membership of member shall be suspended for any of the following causes:
violations of or failure by any member or his tenant or guest to comply with any Bylaws of the Club or any of the rules and regulations promulgated by the Board of Directors, after due notice and hearing by the Board of Directors.

Failure for three months, to pay assessments owing the Club is to incur an interest charge of 1 1/2% per month for delinquent assessments.

All members should give the Caretaker the phone number of their present residence or where they can be reached in the case of an emergency.

Membership cooperation is essential to comply with all the rules and Regulations of the Elk Point Country Club. Compliance will prevent any deterioration of our property and assure the Club is operating with a sound procedure. PLEASE POST THIS IN A
VISIBLE PLACE.

70784

DATE 982 PAGE 293

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SUZANNE E
RECORDED

EXHIBIT “3”

EXHIBIT “3”

ELKPOINT COUNTRY CLUB, INC.

RULES AND REGULATIONS - ADOPTED JUNE 26, 1988

Members are responsible for the actions and behavior of their renters and guests. Renters must comply with all rules and regulations of the Elkpoint Country Club. Any violations of the rules by renters, the Caretaker will notify renter and the Secretary will notify the member. If the violations are not corrected in a reasonable time, the Board of Directors are to take appropriate action.

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PLEASE POST THESE RULES IN A VISIBLE PLACE.

370678
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ELK POINT COUNTRY CLUB, INC.
RULES AND REGULATIONS - JULY 3, 1966

Memberships are responsible for the actions and behavior of their renters and guests. Renters must comply with all rules and regulations of the Elk Point Country Club. Any violations of the rules by renters, the Caretaker will notify renter and the Secretary will notify the member. If violations are not corrected in a reasonable time, Board of Directors are to take appropriate action.

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EXHIBIT “4”

EXHIBIT “4”

EPCC APPLICATION for MEMBERSHIP

(EPCC Bylaws, Article XV) Amended 9/2/2017

Please initial by each item listed below. By initialing, I/we acknowledge receipt of the Elk Point Country Club managing documents. I/we have read and understand the EPCC HOA managing documents and agree to abide by the documents as set forth.

- _____ EPCC By-Laws
- _____ EPCC Membership Application
- _____ EPCC Rules & Regulations
- _____ EPCC Schedule of Fines
- _____ EPCC Complaint Form
- _____ EPCC Procedures for Hearing
- _____ EPCC Garbage & Dumpster Policy
- _____ EPCC Managing Rental Activity Within EPCC
- _____ EPCC Rules for Approval of New Construction
- _____ EPCC Managing Construction Within EPCC
- _____ EPCC Beach Deck Reservation Guidelines
- _____ EPCC Marina Boathouse/Slip Procedures
- _____ EPCC Marina Rules

Required Attachments: (NOTE: Must be submitted to EPCC Board upon Close of Escrow)

1. Check for twenty Thousand Dollars (\$20,000.00) transfer fee.
2. Copy of Proposed Deed to Elk Point Property.
3. Natural Person's (Applicant's) evidence of ownership interest in Elk Point Property
if Property is owned by entity.
4. Signed copy by Applicant of NRS 116.41095

Applicant submits this application and agrees to become a unit owner of Elk Point Country Club, HOA. Applicant also agrees to follow the terms and conditions set forth in the Elk Point Country Club HOA governing documents including Bylaws and Rules and Regulations of which the Applicant has received a copy and reviewed. Specifically, Applicant acknowledges that no structure shall be demolished or erected and no exterior alteration or landscape redesign shall be commenced upon the premises of any Unit Owner without approval by the Executive Board of the HOA.

Date: _____

DocuSigned by: _____

Applicant _____

EPCC Board Secretary received Application on _____; EPCC Board of Directors approved Application at Board Meeting dated _____.

EPCC Secretary _____

Date _____

EPCC APPLICATION for MEMBERSHIP
(EPCC Bylaws, Article XV) Amended 9/2/2017

ATTENTION: Only the Unit Owner(s) of Record may conduct business with the EPCC Board or Vote, in person or by proxy, at the Annual Meeting. By signing this document, I/we acknowledge receipt, and have read and understand the EPCC HOA Title company package that has been presented. I/We agree to abide by the EPCC HOA managing documents.

Applicant(s): Per EPCC By-Law, Article XV; Section 8: There shall be one class of membership, limited to natural persons. In the case more than one person has interest in the property, please included a main contact for representation of the property and a list of other owners and their interest in the property. Additionally, if the property in Elk Point is owned by an entity, EPCC HOA must have documentation as the individual or individuals that will be the Association Member with regard to the entity owned property

New Owner of Property

Name of Member Applicant if different than Property Owner

Signature

Mailing Address

City,

State,

Zip

Daytime Telephone

Unit Owner(s) assigning Unit Ownership and Transferring Property:

Name(s)

DocuSigned by:

DocuSigned by:

Signature

Mailing Address

City,

State,

Zip

Daytime Telephone

Elk Point Property to be transferred:

Physical Address

EPCC APPLICATION for MEMBERSHIP
(EPCC Bylaws, Article XV) Amended 9/2/2017

ATTENTION: Only the Unit Owner(s) of Record may conduct business with the EPCC Board or Vote, in person or by proxy, at the Annual Meeting. By signing this document, I/we acknowledge receipt, and have read and understand the EPCC HOA Title company package that has been presented. I/We agree to abide by the EPCC HOA managing documents.

Applicant(s): Per EPCC By-Law, Article XV; Section 8: There shall be one class of membership, limited to natural persons. In the case more than one person has interest in the property, please included a main contact for representation of the property and a list of other owners and their interest in the property. Additionally, if the property in Elk Point is owned by an entity, EPCC HOA must have documentation as the individual or individuals that will be the Association Member with regard to the entity owned property

New Owner of Property

Name of Member Applicant if different than Property Owner

Signature

Mailing Address

City,

State,

Zip

Daytime Telephone

Unit Owner(s) assigning Unit Ownership and Transferring Property:

Name(s)

Signature

Mailing Address

City,

State,

Zip

Daytime Telephone

Elk Point Property to be transferred: _____

Physical Address