

SOUTH BAY COMMUNITY ASSOCIATION BAY CLUB POLICIES AND PROCEDURES

POLICY # A.6

DATE APPROVED: 08-13-2026

SBCA - ASSOCIATE MEMBERSHIPS

Section 1.9 of the South Bay Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements defines Associate Members as "... individuals who are not Owners, Residents or Occupants, but who have been granted permission by the Board of Directors of the Master Association to utilize some or all of the Master Association Land, Common Areas, or Recreational Facilities pursuant to Article 6."

Beginning as of September 1, 2026, an individual is eligible to apply for an Associate Membership if he or she is the legal owner of real property having a Port Ludlow address or is employed within or otherwise frequently visits Port Ludlow. The Board of Directors establishes the cap on the number of Associate Memberships that are allowed to be in effect at any time. The current limit is set to 50.

To become an Associate Member, an individual will be required to enter into an Associate Membership Agreement in a form approved by the Board of Directors and pay an initiation fee* and other fees and dues as required by the Agreement, unless applicants meet certain exception criteria defined below. Associate Memberships established on or after May 6, 2016, do not run with the land and are not transferable or assignable.

Adoption of this policy does not modify the terms or conditions of Associate Membership Agreements entered into prior to May 6, 2016.

**Exception criteria for waiving the payment of the Associate Member initiation fee are defined as follows, all the conditions below must apply;*

1. *Must be a SBCA homeowner who has recently sold their property and moves outside the boundaries of SBCA **and***
2. *While a SBCA Member maintained good-standing for a minimum of 24 consecutive months prior to the request to join the SBCA as an Associate Member. "Good-Standing" is defined as an SBCA homeowner who has no gaps in assessment payments or any other payments owed to the SBCA, and no violations involving the South Bay Rules **and***
3. *The applicant must provide written notice of a request to join the SBCA as an Associate Member within 30 days of escrow close. Notice is provided to the General Manager of the SBCA by regular mail at 120 Spinnaker Place, Port Ludlow WA 98365, or by email at gm@sbca.club.*

**SOUTH BAY COMMUNITY ASSOCIATION
ASSOCIATE MEMBERSHIP AGREEMENT**

THIS AGREEMENT is made and entered into as of the date set forth below, by and between the **SOUTH BAY COMMUNITY ASSOCIATION** ("SBCA") and the undersigned individual(s) ("Applicant"). The parties agree as follows:

- 1. PURPOSE.** Applicant represents that he or she owns real property having a Port Ludlow address or is employed within or otherwise frequently visits Port Ludlow. The purpose of this Agreement is to set forth the terms and conditions under which Applicant may use SBCA's Bay Club facilities and enjoy the status of Associate Membership in SBCA as provided in the South Bay Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements ("Master Declaration") recorded under Jefferson County Auditor's File Nos. 324010 and 325175.
- 2. ASSOCIATE MEMBERSHIP CREATED.** Upon payment of the Initiation Fee described below and any applicable prorated quarterly dues, and subject to the terms and conditions set forth below, Applicant shall become an Associate Member and shall have the same rights and responsibilities as other members of the SBCA regarding use of the Bay Club facilities and amenities. As an Associate Member, Applicant shall be bound by all applicable provisions of the Master Declaration, the South Bay Rules, and all other rules and policies applicable to other SBCA members, and any amendments to any of the foregoing. However, Applicant, like other Associate Members, shall have no right to vote in the election of directors or in the management or other affairs of the SBCA.
- 3. INITIATION FEE.** With exception to those applicants that meet the requirements outlined in the SBCA Associate Member Policy, all applicants shall pay SBCA a one-time, non-refundable Initiation Fee in the amount of Three Thousand Dollars (\$3,000.00).
- 4. DUES AND OTHER FEES.** As an Associate Member, Applicant shall be subject to the same annual assessment structure ("dues"), including late fees and interest on overdue payments, and pay the same usage fees, if applicable, as regular members of the SBCA.
- 5. TERMINATION OF ASSOCIATE MEMBERSHIP.** In the event of any default by Applicant in payment of any dues or fees or any default in compliance with any other applicable rules or policies regarding use of the Bay Club facilities or amenities, the SBCA shall have the right to give written notice of such default to Applicant by mail or email addressed to Applicant at the mailing address or email address set forth below, or at any updated mailing or email address provided to SBCA by Applicant. If such default is not fully cured by Applicant within 30 days of the date of such notice of default, then SBCA shall have the right to immediately terminate Applicant's status as an Associate Member. Upon such termination of Associate Membership status, Applicant shall no longer have any right to use the Bay Club facilities or amenities. No portion of the Initiation Fee shall be refundable. Applicant may terminate his or her Associate Membership at any time by giving written notice of such termination to SBCA. Termination of Associate Membership status shall not waive, excuse or otherwise relieve Applicant's obligation to pay all applicable dues and fees incurred or payable prior to the date of such termination.

6. **NO TRANSFER or ASSIGNMENT.** Applicant may not transfer or assign his or her Associate Membership or his or her rights under this Agreement, to another party.
7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Washington. Venue for any action shall lie in the Jefferson County Superior Court.

DATED this ____ day of _____, 20____.

SOUTH BAY COMMUNITY ASSOCIATION

By _____
Its _____

APPLICANT(s)

Name of Applicant(s): _____

Mailing Address: _____

Email Address: _____

Telephone: _____