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Skagit County Auditor**AFTER RECORDING, RETURN TO:**VILLAGE PARK OWNERS' ASSOCIATION  
PO BOX 512  
ANACORTES, WA 98221**AMENDED AND RESTATED BYLAWS  
FOR  
VILLAGE PARK OWNERS' ASSOCIATION**

DOCUMENT TITLE:	AMENDED AND RESTATED BYLAWS FOR VILLAGE PARK OWNERS' ASSOCIATION
REFERENCE NUMBER:	NOT APPLICABLE
GRANTOR:	VILLAGE PARK OWNERS' ASSOCIATION
GRANTEE:	PUBLIC
LEGAL DESCRIPTION:	ALL PROPERTY INCLUDED IN THE PLAT OF VILLAGE PARK, AS PER THE PLAT RECORDED ON OCTOBER 17, 1997, IN VOL. 16 OF PLATS, PAGES 192-193, UNDER AUDITOR'S FILE NO. 9710170075
ASSESSOR PARCEL NOS:	P112536, P112537, P112538, P112539, P112540, P112541, P112542, P112543, P112544, P112545, P112546, P112547, P112548, P112549, P112550, P112551, P112552, P112553, P112554, P112555, P112556, P112557, P112558, AND P112559.

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**AMENDED AND RESTATED BYLAWS  
FOR  
VILLAGE PARK OWNERS' ASSOCIATION**

**ARTICLE I.  
IDENTIFICATION OF THE COMMUNITY AND THE ASSOCIATION**

The name of the Community is: Village Park, which is located in Anacortes, Washington. The name of the Association is: Village Park Owners' Association, which will hereinafter be referred to as the "Association."

**ARTICLE II.  
DEFINITIONS**

All terms used in these Bylaws have the same meanings ascribed to them in the Washington Homeowners' Association Act, Chapter 64.38 RCW ("the Act"), and/or in the recorded Declaration of Covenants, Conditions and Restrictions for the Community (hereinafter "the Declaration of Covenants") recorded in the office of the Auditor of Skagit County in which the Community is located, and/or the Articles of Incorporation for the Association. The term "Ballot" means a record or electronic transmission designed to cast or register a vote or consent in a form provided by the Association. The term "Cumulative Voting," as used herein, shall mean a system of voting for Directors under which an Owner, who is entitled to cast one vote for each Director's position up for election, is permitted to cast all such votes for a single Director, or to distribute all the possible votes among fewer than all the positions open for election; cumulative voting is not permitted under these Bylaws.

**ARTICLE III.  
APPLICABILITY OF BYLAWS**

These Bylaws are promulgated to provide for the self-government of the Community and to promote the safety, health, well-being, and enjoyment of its Members. The administration and management of the Community and the actions of the Owners, the Association and its Board of Directors and Officers shall be governed by these Bylaws. All present and future Owners of Lots 1 through 24 (Assessor Parcel Nos. P112536, P112537, P112538, P112539, P112540, P112541, P112542, P112543, P112544, P112545, P112546, P112547, P112548, P112549, P112550, P112551, P112552, P112553, P112554, P112555, P112556, P112557, P112558, and P112559) as described in the Plat of Village Park, recorded in Volume 16 of Plats, pages 192 to 193, under Skagit County Auditor's File No. 9710170075, and their family members, tenants, licensees, invitees, servants, agents, employees, and any other Persons who benefit from services supplied by the Association shall be subject to these Bylaws and to any policies, rules, and regulations promulgated by the Board. Acquisition, rental, or occupancy of a Lot shall be deemed as

conclusive evidence of the Owner's, tenant's, or Occupant's acceptance and ratification of, and agreement to comply with, the Governing Documents now in existence or hereafter adopted.

#### **ARTICLE IV.** **OWNERS ASSOCIATION**

##### **4.1. Form of Association.**

The Association has been incorporated as a Washington Nonprofit Corporation under the provisions of the Washington Nonprofit Corporations Act, Chapter 24.03A, RCW (the "Corporation Act"). The rights and duties of the Members and of said corporation shall be governed by the provisions of the Corporation Act and of the Declaration of Covenants. The Association shall remain organized as a nonprofit corporation.

##### **4.2. Law Governing Association.**

The Community is currently governed by the Washington Homeowners' Association Act, Chapter 64.38, RCW and may become subject to the provisions of a successor statute. The rights and duties of the Members in relation to the Association shall also be governed by the provisions of the Declaration of Covenants, as amended, and the Corporation Law. In case of any conflict between any of the foregoing, the Homeowners' Association Act, or any successor statute (in either case, the "Governing Law") shall control, and with respect to any conflicts between the Declaration of Covenants and these Bylaws, the Declaration of Covenants shall control.

##### **4.3. Registered Office and Registered Agent.**

The Association shall maintain a Registered Agent to receive legal process and official notices on behalf of the Association, as required by the Corporation Law. The Association's Registered Agent shall be appointed by the Board of Directors and shall have a business office identical with such Registered Office. The Registered Office of the Association shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon filing of such notices with the Secretary of State and elsewhere as may be required by the Corporation Law. To keep the Association filing status active and avoid administrative dissolution, the Association must:

- (a) File the Nonprofit Corporation Annual Report and pay the annual license fee to the Washington Secretary of State, Corporations and Charities Filing System (CCFS) Division each year before the anniversary of the filing date for the entirety. A notice to file the Corporation's Annual Report will be sent to the Registered Agent two months before the due date to the Registered Agent on file with the Secretary of State. It is the Corporation's responsibility to file the report even if no notice is provided; and

- (b) Maintain a Registered Agent and Registered Office in the State of Washington. The Association must notify the Secretary of State Corporations Division if there are any changes in the Corporation's Registered Agent, agent's address, or Registered Office address. Failure to notify the Corporations Division of all changes will result in misrouted mail, and possibly administrative dissolution.

#### **4.4. Powers of Association.**

Subject to the provisions of the Declaration of Covenants, the Association may, through its Board of Directors, exercise all powers granted to homeowners' associations under the Governing Law, subject to the rights of the Owners to amend the Bylaws of the Association under Article IX hereof, to participate in the drafting of policies, rules, and regulations as provided in Section 5.14 hereof, and to ratify Budgets in the manner provided in the Declaration of Covenants. The Association may:

- (a) Adopt and amend bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect assessments for Common Expenses from Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of assets;
- (g) Cause additional improvements to be made as a part of the assets;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
- (i) Impose and collect charges for late payments of assessments and, after notice and an opportunity to be heard by the Board or by the representative designated by the Board and in accordance with the procedures as provided in the bylaws, policies, or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violation of the bylaws, policies, and rules and regulations of the Association;

- (j) Exercise any other powers conferred by the bylaws;
- (k) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and
- (l) Exercise any other powers necessary and proper for the governance and operation of the Association.

#### **4.5 Membership.**

**4.5.1. Basic Provisions.** Each fee Owner or real estate contract vendee of a Lot in the Community shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association, and the membership of the Association shall always consist exclusively of all the Owners. The ownership of an interest in a Lot solely as security for the performance of an obligation does not entitle the owner of such interest to membership in the Association. The term "Owner," as used in the remainder of these Bylaws, shall be deemed the equivalent of the term "Member," as used in the Corporation Law, unless the context otherwise clearly requires.

**4.5.2. Member in Good Standing.** A Member shall be considered a "Member in Good Standing" when such Member has paid all required dues, charges and assessments owing by such Member, and is not subject to sanctions for violations of other provisions of the Governing Documents.

**4.5.3. Rights and Privileges of Membership.** Members in Good Standing shall have the right to run for and hold positions as Directors or Officers of the Association. Members in Good Standing, their immediate family members, guests, and lawful tenants of Owners shall also have the privilege of using any special services and/or Common Amenities provided by the Association for use by its Members, above and beyond basic rights of ingress, egress and support which are not dependent upon Good Standing status. Such rights and privileges are subject to payment of all dues, charges or assessments as may be lawfully imposed by the Board of Directors from time to time and are further subject to remaining in compliance with all other provisions of the Governing Documents. A Member who fails to pay all required dues, charges or assessments, or who is found to have violated other provisions of the Governing Documents in a proceeding conducted under Section 8.9 hereof, shall cease to be a Member in Good Standing and may lose any or all of the foregoing rights and privileges of membership until such time as the Member shall make all required payments and/or satisfy any conditions required of the Member in such proceeding.

**4.5.4. Secured Parties.** Persons or entities claiming or holding an interest in any Lot merely for purpose of securing an obligation, such as banks or other mortgage lenders, are not considered Members of the Association and shall have no right to participate in voting or other matters presented to the membership; provided, however, that if such a secured party takes possession of the Lot under the security interest, the membership in the Association will transfer to the party taking possession.

**4.5.5. Leases.** Persons in possession of a Lot as lessees of the Owner are not Members of the Association. Membership will remain with the Owner. The Owner may give proxy to the lessee. If a lessee appears at a meeting and the Owner is absent, the Lot will be counted as present for purposes of determining a quorum, even though no vote will be accepted without a written proxy.

**4.5.6. Transfer of Membership.** Association membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale of encumbrance of such Lot and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Member who has sold his or her Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his or her membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all the charges and assessments attributable to his or her Lot until fee simple title to the Lot sold is transferred. In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in his or her name to the purchaser of such Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. The Board shall have the right to charge a reasonable Special Assessment against any Owner and his or her Lot, equal to the cost to the Association of effectuating any such transfer of his or her membership upon the books of the Association.

**4.6. Meetings.**

**4.6.1. Place of Meetings.** Meetings of the Association shall be held at such place within Skagit County as may be designated by the Board of Directors and stated in the Notice of the Meeting. Meetings of the Association may be conducted by telephonic, video, or other conferencing process, if: (a) the meeting notice states the conferencing process to be used and provides information explaining how Owners may participate in the conference directly or by meeting at a central location or conference connection; and (b) the process provides all Owners the opportunity to hear or perceive the discussion and to comment.

**4.6.2. Annual Meetings.** There shall be an Annual Meeting of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Members no less than ten (10) nor more than sixty (60) days before the meeting. The Annual Meeting shall be held for the purpose of electing Directors if any are to be elected and for the transaction of such other business as may come before the meeting. If Directors are not elected at the Annual Meeting, the existing Directors shall continue to serve until their successors are named in a special meeting called for that purpose or until the next Annual Meeting. The Board may change the date, time, and place of the Annual Meeting as they see fit by formal resolution. If the Annual Meeting is not held on the day designated herein, the Board shall cause a Special Meeting of Members to be held as soon thereafter as may be convenient to elect Directors. At the Annual Meeting, there shall be presented a report, which shall be current to sixty (60) days, containing the following information:



- (a) The annual financial statement of the Association for the year immediately preceding the current year;
- (b) A statement of the amount of any reserves for repair or replacement and of any portions of those reserves currently designated by the Association for any specified projects;
- (c) A statement of any anticipated repair or replacement cost more than ten percent (10%) of the Annual Budget of the Association that has been ratified by the Members; and
- (d) A statement of any unsatisfied judgments against the Association and the status of any pending suits to which the Association is party.

**4.6.3. Special Meetings.** Special Meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Governing Law or Governing Documents require the approval of all or some of the Owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the Secretary or designee of the Association upon the decision of the President, or after request signed by a majority of the Board, or by written request by one-third (8 Lots) of Owners. Only matters described in the Notice of a Special Meeting may be considered at such a meeting, and the order of business at a Special Meeting shall generally conform to the order specified in the notice of such meeting.

**4.6.4. Notices of Meetings.** The Association shall give notice to the Members of the date, time, and place of each Annual, Regular, or Special Meeting of the Members. The Notice of any Meeting of the Association shall be either hand-delivered or sent prepaid by first class United States mail to the mailing address of each Lot or to any other mailing address designated in a Record by the Owner. With the advance written consent of any Owner, or if legislation otherwise permits, notice may also be provided electronically, to an email or other electronic address specified by the Owner for such purposes. Except as provided under Subsection (6) of RCW 24.03A.410, the notice must be given in the form of a Record no fewer than ten (10) nor more than sixty (60) days before the meeting date. Except as provided in RCW 24.03A, the Articles of Incorporation, or these Bylaws, the Association is only required to give notice to Members entitled to vote at the meeting. If a Special Meeting is called to approve a budget, or to approve changes to a previously approved budget that result in a change of assessment obligations, the notice shall be given not less than fourteen (14) days in advance of the meeting. The notice of any meeting shall state the business to be placed on the Agenda by the Board of Directors for a vote by the Owners, including, without limitation, if appropriate, a list of the candidates seeking to be elected as Directors of the Association, all information required to be delivered to Owners in conjunction with the development of any budget, the general nature of any proposed amendment to the Articles of Incorporation, the Declaration of Covenants, these Bylaws, or changes in the previously ratified budget by the Owners that result in a change in Assessment obligation, and any proposal to remove a Director.

**4.6.5. Notices of Meetings Involving Amendments to Covenants or Bylaws.** In the event that an Agenda item at any meeting involves a proposal to amend the Declaration of

Covenants or these Bylaws, the notice shall be given not less than twenty-five (25) days in advance of the meeting, and the notice shall include a copy of the text of the amendment.

**4.6.6. Waiver of Notice.** Whenever any notice to an Owner is required to be given by the Association, a Waiver thereof in a Record signed by the Owner, whether made before or given after the time stated therein, shall be equivalent to the giving of such notice.

**4.6.7. Quorums.** A quorum is present throughout any Meeting of the Association if the Owners to which one-third of the votes (8 Lots) of the Association are allocated are present in person, or by proxy or Ballot at the beginning of the meeting.

**4.6.8. Order of Business.** The order of business at an Annual Meeting of the Association shall be as follows unless dispensed with on motion:

- (a) Calling of the Meeting to order and roll call;
- (b) Proof of Notice of the Meeting or waiver of notice;
- (c) Determination of the presence of a quorum;
- (d) Approval of Agenda for the Meeting;
- (e) Approval of Minutes of the previous Meeting of the Association;
- (f) Reports of the Board of Directors, Officers, and Committees;
- (g) Financials;
- (h) Election of Directors, if applicable;
- (i) Unfinished business, if any;
- (j) New business, if any; and
- (k) Adjournment.

**4.6.8.1.** Items (e), (i) and (j) shall be omitted from the order of business of a Special Meeting held for the sole purpose of electing a Director. Only matters described in the Notice of a Special Meeting may be considered at such a meeting, and the order of business at a Special Meeting shall generally conform to the order specified in the notice of such meeting.

**4.6.9. Conduct of Meeting.** The President shall preside at Meetings of the Association and the Secretary or designee shall keep the Minutes of Meetings, for inclusion in the Association's permanent Minutes Book. Until changed by resolution of the Board of Directors, Roberts Rules of

Order, latest edition, shall govern the conduct of all Meetings of the Association when not in conflict with the Governing Law, the Declaration of Covenants, or these Bylaws.

**4.6.10. Action by Members without a Meeting.** Any action required or permitted to be taken may be taken without a meeting if all the Members of the Association consent in writing to such action. Such written consent or consents may be in the form of Ballots and shall be filed with the Minutes of the proceedings of the Association.

**4.7. Voting.**

**4.7.1. Voting Rights.** Each Owner in Good Standing has a right to vote at Meetings of the Association for the election of Directors and with respect to such other matters that are not within the powers of the Board of Directors as may lawfully come before the meeting. The total voting power of the Association at any given time shall equal the number of Lots included within the Property. Each Owner shall be entitled to one vote for each Lot owned by such Owner on each matter submitted to a vote of the Owners. If a Person owns more than one Lot, he or she shall have the votes appertaining to each Lot owned. If a Lot is owned by joint Owners and only one of them is at a meeting, the one who is present will represent the joint Owners. The vote for a Lot shall be cast as a single vote, and fractional votes shall not be allowed. If a Lot is owned by the Association, the votes allocated to such Lot must be cast in the same proportion as the votes cast on the matter by Lot Owners other than the Association. Cumulative voting shall not be permitted. Members may vote in person, by mail, by electronic transmission, or by proxy in the form of a Record executed by the Member or a duly authorized attorney-in-fact.

**4.7.2. Voting – With a Meeting.** At a meeting of Owners the following requirements apply: (a) Owners or their proxies who are present in person may vote by voice, show of hands, standing, written Ballot, or any other method for determining the votes of Owners, as designated by the Person presiding at the meeting; (b) Since a Lot may be owned by a corporation, partnership, marital community, Limited Liability Company, trust, or other legal entity involving or comprising multiple Persons, any director, officer, partner in, or trustee of any such entity may be deemed the Owner thereof to cast the vote for such Lot. If more than one of the Lot Owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Lot Owners. There is a majority agreement if any one of the Lot Owners casts the votes allocated to the Lot without protest being made promptly to the Person presiding over the meeting by any of the other Lot Owners of the Lot. In the absence of a majority agreement, the conflicting votes shall be deemed an abstention of the vote for such Lot; (c) A majority of the votes cast determines the outcome of any action of the Association; and (d) Whenever proposals or Board members are to be voted upon at a meeting, an Owner may vote by duly executed absentee Ballot if: (i) The name of each candidate and the text of each proposal to be voted upon are set forth in writing accompanying or contained in the notice of meeting; and (ii) A Ballot is provided by the Association for such purpose. When an Owner votes by absentee Ballot, the Association must be able to verify that the Ballot is cast by the Owner having the right to do so.

**4.7.3. Voting – Without a Meeting.** The Association may conduct a vote without a meeting. In that event, the following requirements apply: (a) The Association must notify the Owners that the vote will be taken by Ballot; (b) The notice must state: (i) the time and date by which a Ballot must be delivered to the Association to be counted, which may not be fewer than fourteen (14) days after the date of the notice, and which deadline may be extended in accordance with (g) of this Section; (ii) the percent of votes necessary to meet the quorum requirements; (iii) the percent of votes necessary to approve each matter other than election of Board members; and (iv) the time, date, and manner by which Owners wishing to deliver information to all Owners regarding the subject of the vote may do so; (c) The Association must deliver a Ballot to every Owner with the notice; (d) The Ballot must set forth each proposed action and provide an opportunity to vote for or against the action; (e) A Ballot cast pursuant to this Section may be revoked only by actual notice to the Association of revocation. The death or disability of an Owner does not revoke a Ballot unless the Association has actual notice of the death or disability prior to the date set forth in (b)(i) of this Section; (f) Approval by Ballot pursuant to this Section is valid only if the number of votes cast by Ballot equals or exceeds the quorum required to be present at a meeting authorizing the action; (g) If the Association does not receive a sufficient number of votes to constitute a quorum or to approve the proposal by the date and time established for return of Ballots, the Board may extend the deadline for a reasonable period not to exceed eleven (11) months upon further notice to all Members in accordance with (b) of this Section. In that event, all votes previously cast on the proposal must be counted unless subsequently revoked as provided in this Section; (h) a Ballot or revocation is not effective until received by the Association; (i) The Association must give notice to Owners of any action taken pursuant to this Section within a reasonable time after the action is taken; and (j) When an action is taken pursuant to this Section, a record of the action, including the Ballots or a report of the Persons appointed to tabulate such Ballots, must be kept with the Minutes of Meetings of the Association.

**4.7.4. Proxies and Voting by Ballot.** Votes allocated to a Lot may be cast by a Ballot or pursuant to a proxy duly executed by the Owner. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the Person presiding over a Meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Proxies must be presented to the Secretary or designee of the meetings at the beginning of the meeting for the purpose of determining a quorum. The Secretary or designee will make an entry of proxies in the Minutes of the Meeting. A Ballot shall not be valid unless it is signed by the Owner and received by the Association on or before the date and time of the meeting at which it is to be counted, as directed in the notice of the meeting. A Ballot, when used at any Meeting of the Association, may be deemed the equivalent of a directed proxy, irrespective of its form; a Ballot may designate an individual either by name or by general description (e.g., "any Officer of the Association") and therein instruct such Person how to vote on the matters to be decided at the meeting for which the Ballot is prepared. Alternatively, a Ballot may consist of any form prepared by the Board, in written or electronic form, designed to obtain votes on matters constituting the business of the meeting. A proxy or Ballot may be delivered by electronic transmission in accordance with procedures previously approved by resolution of the Board in compliance with the provisions of RCW 24.06.110. The death or disability of an Owner does not revoke a proxy given by the Owner unless the Person presiding over the meeting has actual notice of the death or

disability; (d) A proxy is void if it is not dated or purports to be revocable without notice; and (e) Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance. A proxy vote form template is provided in Exhibit A attached hereto.

**4.7.4.1.** All proxies and Ballots shall be reviewed by the Secretary or designee as to the following:

- (a) Validity of the signature;
- (b) Signatory's authority to sign for the Owner;
- (c) Authority of the Owner to vote;
- (d) Conflicting proxies; and
- (e) Expiration of the proxy.

**4.7.5. Pledged Votes.** An Owner may, but shall not be obligated to, pledge his or her vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his or her Lot for ninety (90) consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his or her vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

**4.7.6. Voting Procedure.** Unless otherwise required under the Governing Documents or by law, the vote of Owners holding a majority of the votes cast for any candidate or other item of business at any Meeting of the Association (a "plurality vote") shall be sufficient to decide any such election or other item of business at that meeting. If the Board desires to prepare a Ballot for use at a meeting, copies thereof may be served with the notices of such meeting, or may be distributed at the meeting, at the option of the Board.

**4.7.7. Additional Procedures for Voting and Obtaining the Consent of Owners.** The Board may by resolution adopt additional procedures, not inconsistent herewith, to assist the Board in maintaining the integrity of the voting process at Meetings of the Association. If deemed useful, the Board may also use Ballots to obtain the consent or agreement of Owners to proposals to amend the Governing Documents or to the taking of other actions by the Association, without a Meeting of the Association.

**ARTICLE V.**  
**BOARD OF DIRECTORS**

**5.1. General Powers.**

The business and affairs of the Association shall be managed by its Board of Directors, consisting of Members of the Association, elected by Members as described in Section 5.3 hereof. The Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under RCW 24.03A. The Board shall not act on behalf of the Association to amend the Articles of Incorporation, to take any action that requires the vote or approval of the Owners, to terminate the Association, to elect members of the Board, or to determine the qualifications, powers, and duties, or terms of office of members of the Board; but the Board may fill vacancies in its membership of the unexpired portion of any term.

**5.2. Duties.**

The Board shall have the powers and authority granted under RCW 64.38.020, as that Section may be amended from time to time. The powers include, but are not limited to:

- (a) Preparing and adopting, in accordance with the Declaration of Covenants, an annual budget establishing each Owner's share of the Common Expense and any Association Expenses;
- (b) Levying and collecting such assessments from the Owners;
- (c) Providing for the operation, care, upkeep, and maintenance of the Common Amenities;
- (d) Designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase or leasing of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) Depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Directors' business judgement, in depositories other than banks;
- (f) Making and amending use restrictions and provisions, policies, rules, and regulations in accordance with the Declaration of Covenants (See also Procedures for Policies Policy);
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required;

- (h) Making or contracting for the making of repairs, replacements, additions, and improvements to or alterations of the Common Amenities in accordance with the Declaration of Covenants and these Bylaws (See also Contracting Policy);
- (i) Enforcing by legal means the provisions of the Declaration of Covenants, these Bylaws and the provisions and policies adopted by it and bringing any proceedings which may be instituted on behalf of or against any Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or provision or policy which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) Obtaining and carrying liability insurance as provided in the Declaration of Covenants, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) Paying the cost of all services rendered to the Association and all taxes and assessments (if any) on all personal property the Association owns and all Common Amenities;
- (l) Keeping books with detailed accounts of the receipts and expenditures of the Association (See also Inspection of Records Policy);
- (m) Making available to any prospective purchaser of a Lot, any Owner and the holders, insurers and guarantors of any Mortgage on any Lot, current copies of the Declaration of Covenants, the Articles of Incorporation, these Bylaws, resolutions of the Board, policies, and all other books, records, and financial statements of the Association (See also Inspection of Records Policy, Seller's Disclosure Policy, and New Owner(s) Welcome Policy);
- (n) Permitting utility suppliers to use portions of the Common Amenities reasonably necessary to the ongoing operation of the Property;
- (o) Indemnifying a Director, Officer or committee member or former Director, Officer, or committee member of the Association to the extent such indemnity is required by Washington Law, the Articles of Incorporation, or the Declaration of Covenants;
- (p) Assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration of Covenants (See also Alternative Dispute Resolution Policy); and
- (q) Establishing, adopting, and making available to Owners a schedule of fines for violations of the Governing Documents (See also Hearings Policy).

- (r) Establishing and maintaining an Association email account and administration of Association email account (See also Email Policy).

**5.3. Management by Owners' Board, Qualifications, Terms of Office.**

**5.3.1. Number of Directors.** There shall be at least three (3) and not more than six (6) Directors of the Board. They shall serve until the next Annual Meeting in which Directors are elected and shall continue to serve until their successors have been elected and assumed office. The number of Directors on the Board may be increased or as provided in these Bylaws. Newly elected Board members shall take office upon adjournment of the meeting at which they were elected. Promptly following such election, the Board shall elect or appoint the Officers of the Association described in Article VI hereof.

**5.3.2. Qualifications.** The members of the Board of Directors must be Owners. Any Owner serving on the Board must remain a Member in Good Standing. The term "Owner" in such context shall be deemed to include any director, officer, partner in, or trustee of any entity which is, either alone or in conjunction with another Person or entity, an Owner. Any Officer or Director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such an entity shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that entity.

**5.3.3. Term.** A Director shall serve for a term of two (2) years, and until his or her successor is elected.

**5.4. Meetings of the Board of Directors.**

**5.4.1. Annual Meeting.** An annual organizational Meeting of the Board of Directors shall be held within thirty (30) days after each Annual Meeting of the Association. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the entire Board is present at the meeting.

**5.4.2. Regular Meetings.** Regular Meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least one meeting shall be held within ninety (90) days preceding the Annual Meeting of the Association for the purpose of setting the Agenda for that meeting, preparing the budget summary for Owners, reviewing insurance policies, and reviewing or conducting any reserve study.

**5.4.3. Special Meetings.** Special Meetings of the Board of Directors may be called by the President and shall be called by the President or Secretary on the written request of at least two Directors. Unless all sitting Directors are present at a Special Meeting, no business other than that stated as the purpose for such Special Meeting may be conducted at a Special Meeting.

**5.4.4. Notice and Waiver of Notice.** Notice of Regular or Special Meetings of the Board of Directors shall be given to each Director, by mail, receipted email, or digital equivalent,



received tele-facsimile or hand-delivery at least seventy-two (72) hours prior to the time of the meeting and shall state the date and place and hour of the meeting. Notice of Regular Meetings may also be given by providing each Board member with a written schedule of Regular Meetings adopted for the ensuing year at any time after the Annual Meeting and at least seven (7) days prior to the next succeeding Regular Meeting. Notice of a Special Meeting shall state the purpose(s) of the meeting. Notice of a Meeting of the Board of Directors may be waived in a Record by a Director either before or after the meeting. Attendance at a meeting constitutes waiver of notice of that meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. In a *bona fide* emergency, and if all the Board members are present and so consent, no notice shall be required and matters relating to the subject of the emergency may be considered at the meeting.

**5.4.5. Quorum and Voting.** A quorum is deemed present throughout any Meeting of the Board of Directors if Persons entitled to cast at least a majority of the votes on the Board of Directors are present at the beginning of the meeting. Any one or more Directors may participate in a meeting thereof by means of a conference telephone or similar communication equipment, allowing all Persons participating in the meeting to hear each other at the same time. Each Director shall have one vote, which may be cast in person or by proxy. The votes of a majority of the Board members present at a meeting at which a quorum is present shall constitute the decision or act of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may recess the meeting to a designated time and place. A recessed meeting may be held as designated upon such further notice as may be necessary to assure attendance and to satisfy the "open meetings" requirements of Section 5.4.7 hereof; when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

**5.4.6. Conduct of Meetings.** The President shall preside at Meetings of the Board of Directors and the Secretary or designee shall keep the Minutes of the proceedings. Following proof of notice and determination of the presence of a quorum, any lawful business may be transacted.

**5.4.7. Open Meetings.** Except as hereinafter provided, all Meetings of the Board of Directors shall be open for observation by all Owners of record and their authorized agents. Upon the affirmative vote in open session to assemble in closed session, the Board may convene in closed executive session for (a) Matters pertaining to discipline, or dismissal of an Officer or agent, of the Association; (b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client; (c) Investigative proceedings concerning possible or actual criminal misconduct; (d) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (e) Review of or discussion relating to any written or oral communication from legal counsel; and (f) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting proceedings or matters from public disclosure. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the Minutes. The Board shall restrict its consideration of matters during the closed portions of the meeting to only those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session

may become effective unless the Board, following the closed session, reconvenes in open session, reasonably identifies the motion or other action considered in executive session, and votes again in the open session on such motion or other action. The requirements of this Section shall not require the disclosure of information in violation of law, or which is otherwise exempt from disclosure.

**5.4.8. Deadlock.** If the Board becomes deadlocked for any reason or shall be unable or unwilling to act with respect to any matter within its powers and authority, the Board shall immediately call for a Special Meeting of the Association and, at the direction of the President, may submit the matter to the Members for determination.

**5.4.9. Presumption of Assent.** A Director of the Corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the Minutes of the meeting or unless he or she files his or her written dissent to such action with the Person acting as the Secretary of the meeting before the adjournment thereof or unless he or she forwards such dissent by registered mail or email to the Secretary immediately after the adjournment of the meeting. A Director who voted in favor of such action may not dissent.

**5.4.10. Action by Directors without a Meeting.** In a *bona fide* emergency, or to accomplish purely ministerial objectives, or as may be otherwise permitted by law, any action required or permitted to be taken may be taken without a meeting if all the members of the Board of Directors unanimously consent to such action and such consent is evidenced in a Record either prior to or subsequent to the taking of such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors.

**5.5. Removal of Directors.**

The Owners, by majority vote of the voting power in the Association present and entitled to vote at any duly constituted Meeting of the Association at which a quorum is present, may remove any member of the Board of Directors with or without cause.

**5.6. Vacancies.**

A vacancy on the Board of Directors caused by any reason, other than removal of a Director by a vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Person so selected shall serve until the Annual Meeting of the Association. A vacancy occurring on the Board of Directors by reason of an increase in the number of Directors constituting the entire Board of Directors or by reason of the removal of a Director by a vote of the Association shall be filled by the Association at an Annual Meeting or at a Special Meeting called for that purpose.

**5.7. Compensation.**

A Director shall not receive compensation from the Association for serving on the Board of Directors, but a Director may be reimbursed for reasonable out-of-pocket expenses incurred by him or her in the proper performance of his or her duties.

**5.8. Fidelity Insurance.**

The Board of Directors may obtain fidelity insurance for any Director, Officer, trustee, volunteer, agent, or employee of the Association handling or responsible for Association funds. The policy shall name the Association as the named insured and must include a provision that calls for ten (10) days' written notice to the Association before the policy can be canceled or substantially modified for any reason. The policy should cover the maximum funds that will be in the custody of the Association or its manager at any time while the policy is in force. A manager that handles funds for the Association should be covered by the Association's policy.

**5.9. Duty of Care.**

A Director shall perform the duties of a Director, including duties as a member of any Committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matter presented; (b) legal counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or (c) a Committee of the Board upon which the Director does not serve, duly designated in accordance with a provision in the Bylaws, as to matters within its designated authority, which Committee the director believes to merit confidence; so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted. (See also Contracting Policy)

**5.10. Duty of Loyalty - Conflict of Interest.**

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in these Bylaws. No contract or other transaction between the Association and any Director, or between the Association and any corporation, firm entity or association in which the Director is an officer or director or is peculiarly or otherwise interested, shall be either void or voidable because such Director is present at the Meeting of the Board of Directors which authorizes or approves the contract or transaction, if the fact of the common directorate or other interest is disclosed or known to the Board of Directors or a majority thereof and noted in the Minutes, and the Board of Directors authorizes, approves or

ratifies such contract or transaction in good faith by a vote sufficient for the purpose. Directors who have a financial interest or other personal interest in the transaction may be counted in determining the presence of a quorum at any Meeting of the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction, but such Directors must abstain from voting. If disclosures and decisions are not made as required by this Section, the contract or transaction may be voidable at the instance of the Association and affected Director may not be insulated from liability for any harm suffered by the Association as a result of entering into the contract or transaction. (See also Contracting Policy and Conflicts of Interest Policy)

**5.11. Code of Ethics.**

In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- (a) No Director shall use his or her position for private gain, including for the purpose of enhancement of his or her financial status using certain contractors or suppliers.
- (b) No contributions will be made to any political parties or political candidates by the Association.
- (c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan, or any other things of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- (d) No Director shall accept a gift or favor made with the intent of influencing decision or action on any official matter.
- (e) No Director shall receive any compensation from the Association for acting as a volunteer.
- (f) No Director shall willingly misrepresent facts of the Members of the Association for sole purpose of advancing a personal cause or influencing the Association to place pressure on the Board to advance a personal cause.
- (g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Association's Board of Directors.
- (h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any Member, Director, or agent of the Association.
- (i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

- (j) No Director shall knowingly misrepresent any facts to anyone involved in anything with the Association which would benefit himself or herself in any way.
- (k) Language and decorum at Board meetings will be kept professional. Personal attacks against Owners, Occupants, service providers and Directors are prohibited and are not consistent with the best interest of the Association.

**5.12. Right to Indemnification.**

The Association shall indemnify and hold harmless each of the Directors and Officers from and against all contractual liability to others arising out of contracts made by the Board of Directors or Officers on behalf of the Association or the Owners unless such contract was made in bad faith or contrary to the provisions of the Governing Documents. Directors and Officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a Director or Officer of the Association against amounts paid in settlement incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, to the fullest extent authorized by RCW 23B.08.320, and 23B.08.500 through 23B.08.600, and any amendments thereto, irrespective of the fact that the Association is not incorporated under RCW 23B. See RCW 23B.17.030.

**5.13. Advisory Committees.**

The Board of Directors may by resolution establish and appoint the members of one or more committees intended to obtain information for and provide advice to the Board, but not to exercise any of the powers of the Board, with respect to such matters as from time to time may be deemed useful by the Board. The members of any such committee may be Board members, Owners, or other Persons whose participation is deemed useful by the Board, in its discretion.

**5.14. Participation by Lot Owners in Development of Policies, Rules, and Regulations.**

Before adopting, amending, or repealing any rule, the Board shall provide all Lot Owners (1) Notice of its intention to adopt, amend, or repeal a rule, providing the text of the rule or the proposed change; and (2) a date on which the Board will act on the proposed rule or amendment after considering comments from Lot Owners. Following adoption, amendment, or repeal of a rule, the Board must give notice to the Lot Owners of its action, providing with said notice a copy of any new or revised rule. (See also Procedures for Policies Policy)

## **ARTICLE VI.**

### **OFFICERS**

The principal Officers of the Association are a President, a Vice President, a Secretary, and a Treasurer. All the principal Officers of the Association must be members of the Board of Directors. Two or more offices may be held by the same Person, except the offices of President and Secretary. The Board of Directors may, in its discretion, also elect or appoint such other Officers and assistant Officers as may be deemed necessary. Officers are charged, in general, with responsibility for implementing policy decisions adopted by the Board of Directors.

#### **6.1. Appointment of Officers.**

The Officers of the Association shall be appointed annually by the Board of Directors at its annual organizational meeting.

#### **6.2. Removal of Officers; Vacancies.**

An Officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors. A successor may be elected at any Regular Meeting of the Board of Directors or at any Special Meeting called for that purpose.

#### **6.3. President.**

The President is the chief executive Officer of the Association; he or she shall preside at Meetings of the Association and shall serve as Chair of the Board of Directors; he or she shall oversee the business of the Association such that the orders and resolutions of the Board of Directors may be carried into effect. The President shall be the Officer authorized and empowered to prepare, execute, certify, and record any lawful amendments authorized to be made to the Declaration Covenants on behalf of the Association.

#### **6.4. Vice President.**

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall perform such other duties as the Board of Directors may prescribe.

#### **6.5. Secretary.**

The Secretary shall attend all Meetings of the Board of Directors and of the Members and shall record the voting and the Minutes of all proceedings in a Minute Book to be kept for that purpose. The Secretary or designee shall give Notice of Meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary, with the assistance of the Treasurer, shall compile and keep current at the principal office of the Association all records required by this Section. The Secretary shall

keep current and retain custody of the Minute Books of the proceedings of the Association and the Board of Directors and may maintain a separate Book of Resolutions containing copies of resolutions of the Board intended to have ongoing or permanent effect. A Resolution Action Record template is provided in Exhibit B attached hereto. An Assistant Secretary may perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

**6.5.1.** The Secretary shall compile and maintain the following records, documents, and things:

- (a) The original or a photocopy of the recorded Declaration of Covenants and each amendment to the Declaration of Covenants;
- (b) The Certificate of Incorporation and a copy or duplicate original of the Articles of Incorporation of the Association as filed with the Secretary of State;
- (c) The Bylaws of the Association, and all amendments thereto;
- (d) The Minute books, including all Minutes, and the separate Book of Resolutions required by Section 7.7 hereof;
- (e) Minutes of the proceedings of the Board of Directors and any Minutes which may be maintained by committees of the Board of Directors;
- (f) Minutes of any meetings of the Members;
- (g) Any policies, rules, and regulations that have been adopted;
- (h) An inventory of all tangible personal property of the Association;
- (i) If reasonably available, a copy of the Developer's plans and specifications utilized in the construction of the Property improvements;
- (j) Insurance policies or copies thereof for the Property and the Association;
- (k) Any other permits issued by governmental bodies applicable to the Property of the Association;
- (l) All written warranties that are still in effect for the Property, or any other areas or facilities which the Association has the responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners' manuals or instructions furnished with respect to installed equipment or building systems;

- (m) A membership roster of Owners and Mortgagees, and lessees and their addresses and telephone numbers;
- (n) Any leases of the Property or areas and other leases to which the Association is a party;
- (o) Any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all the fee or charge of the Person performing the service; and
- (p) All other contracts to which the Association is a party.

**6.6. Treasurer.**

The Treasurer shall exercise control over all funds and securities of the Association. The Treasurer shall deposit all funds of the Association in such federally insured financial institution(s) as may be designated by the Board of Directors. He or she shall disburse funds in accordance with the Association's Budget and as ordered by the Board of Directors. With the assistance of any accountant or manager employed by the Association, the Treasurer shall keep the books of the Association on an accrual basis, with detailed accounts of the receipts and expenditures affecting the Association, in at least the detail required by this Section. The books and supporting vouchers and records shall be available for examination by the Owners, Mortgagees and their duly authorized agents or accountants or attorneys in the manner set by the Board of Directors. See also Inspection of Records Policy. All books and records shall be kept in accordance with generally accepted accounting principles, in a manner consistent with homeowners' association auditing guidelines. The Treasurer shall be responsible for filing the Nonprofit Corporation Annual Report and pay the annual license fee to the Washington Secretary of State, Corporations and Charities Filing System (CCFS) and the Internal Revenue Service (IRS) report each year before the anniversary of the filing date for the Association. The Treasurer shall be responsible for preparation of the Association's annual financial statement required by Section 7.7 hereof. An Assistant Treasurer may perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties as the Board of Directors may prescribe. In the absence of a specifically appointed Vice President, the Treasurer shall serve as Vice President.

**6.6.1.** The Association treasurer shall keep financial records sufficiently detailed to fully declare to each Owner a true statement of the Association's financial condition to include:

- (a) An "income statement" reflecting all income and expense activity for the preceding quarter on an accrual basis;
- (b) An "account activity statement" reflecting all receipt and disbursement activity for the preceding quarter on a cash basis;



- (c) An "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;
- (d) A "balance sheet" reflecting the financial condition of the Association on an unaudited basis;
- (e) A "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts);
- (f) A "delinquency report" listing all Owners who are delinquent in paying Common Expense assessments and describing the status of any actions to collect such assessments;
- (g) All canceled checks, bank statements, receipts and vouchers for expenses and other source documents for income and expenses, for up to seven (7) years; and
- (h) The annual financial statement described in Section 7.7.2 hereof.

**6.7. Contracts.**

The Board may authorize any officer or officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. A Director or officer of the corporation shall not be disqualified by his or her office from dealing or contracting with the corporation either as a vendor, purchaser, creditor, and debtor or otherwise. The fact that any Director or officer, or any firm of which the Director of the corporation is a Member, officer or Director, is in any way interested in any transaction of contract shall not make the transaction or contract void or voidable, or require the Director or officer of the corporation to account to the corporation for any profits therefrom if the transaction or contract is or shall be authorized, ratified or approved by vote of a majority of a quorum of the Board excluding the interested Director. (See also Contracting Policy)

**6.8. Loans.**

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. No loans shall be made by the corporation to its Members, Officers, or Directors.

**6.9. Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation shall be signed by the officer or officers, agent,

or agents, of the corporation and in the manner as shall from time to time be determined by resolution of the Board.

**6.10. Deposits.**

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in the banks, trust companies or other depositories as the Board may select.

**6.11. Liability of Officers and Indemnification.**

See Sections 5.9, 5.10 and 5.11 of these Bylaws.

**ARTICLE VII.**  
**MANAGEMENT OF COMMUNITY**

**7.1. Management by Board of Directors.**

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Governing Law or the Governing Documents required to be exercised and done by the Association through a vote of the Owners. The Board of Directors is charged with the responsibility for formulating and adopting all policy decisions affecting the Community.

**7.2. Fiscal Year.**

The fiscal year of the corporation shall be the calendar year starting on the first day of January and terminating on the last day of December.

**7.3. Budget Preparation.**

**7.3.1.** The Treasurer will commence work with the President to build a preliminary budget before the last quarter of the fiscal year. The Treasurer and President will provide preliminary budget recommendations to the Board. Following the Treasurer's and President's recommendations, the Board will provide any budgeting guidelines, spending priorities, special items for consideration for inclusion in the budget and any other input and any necessary worksheets showing current year and projected revenues and expenditures. The Treasurer and President will provide final draft budget recommendations to the Board for adoption by the Board. The Board will vote to adopt or reject the budget for ratification by the Owners. The adopted budget will be sent to all Owners by the end of the fiscal year for ratification by a Special Meeting or Ballot due on a date determined by the Board no later than the end of the fiscal year.

**7.3.2.** Within the budget year, the Board shall maintain in the maintenance budget no less

than ten percent (10%) of the ratified Annual Budget in addition to the Annual Budget income. After the Annual Budget has been ratified by the membership by the procedures set forth in the Declaration of Covenants, the Board may not authorize unbudgeted expenditures that exceeds ten percent (10%) of the ratified Annual Budget without approval by the membership.

**7.3.3. The Annual Budget shall include without limitation:**

- (a) Any common utility serving the Property;
- (b) Policies of insurance required hereunder;
- (c) Assessments arising from the Association;
- (d) The service of Persons required to properly manage the affairs of the Association to the extent deemed advisable by the Board;
- (e) The service of attorneys, bookkeepers, and accountants;
- (f) Maintenance and repair of Common Amenities; and
- (g) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, or assessments which the Association is required to pay by law or which in the opinion of the Board shall be necessary or proper for the operation of the Association. The Annual Budget shall consider the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. (See also Internal Reserve Study Policy)

**7.4. Budget Summary for Owners.**

As part of the summary of the budget provided to Owners, pursuant to RCW 64.38, the Board of Directors shall disclose to the Owners:

- (a) The amount of the Assessments per Owner and the date the Assessments are due;
- (b) The current deficiency or surplus in Reserve funding expressed on a per Owner basis;
- (c) The current number of Regular Assessments budgeted for contribution to the Reserves;
- (d) The recommended Contribution Rate from any reserve study, and the funding plan upon which the recommended Contribution Rate is based;
- (e) If additional Regular or Special assessments are scheduled to be imposed, the date the Assessments are due, the amount of the Assessments per each Owner per month or year, and the purpose of the Assessments;

- (f) Based upon the most recent reserve study and other information, whether currently projected Reserve balances will be sufficient at the end of each year to meet the Association's obligation for major maintenance, repair, or replacement of reserve components during the next thirty (30) years;
- (g) If Reserve balances are not projected to be sufficient, what additional Assessments may be necessary to ensure that sufficient Reserve funds will be available each year during the next thirty (30) years, the approximate dates Assessments may be due, and the amount of the Assessments per Owner per month or year;
- (h) The estimated amount recommended in the Reserves at the end of the current fiscal year based on the most recent reserve study, the projected Reserve cash balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study;
- (i) The estimated amount recommended in the Reserves based upon the most recent reserve study at the end of each of the next five (5) budget years, the projected Reserve account cash balance in each of those years, and the projected percent funded for each of those years; and
- (j) If the funding plan approved by the Association is implemented, the projected Reserves cash balance in each of the next five (5) budget years and the percent funded for each of those years.

#### **7.5. Bank Accounts for Operations and Reserves.**

**7.5.1. Insured Accounts - Retention of Funds Within State of Washington.** The Board of Directors shall promptly deposit all sums collected for operating expenses or Reserves in insured accounts with reputable financial institutions. Accounts in the name of the Association over which a Managing Agent has any control must be maintained in a financial institution located in the State of Washington.

**7.5.2. Commingling Prohibited.** Amounts collected by the Board of Directors as Assessments for operating expenses or Reserves shall not be commingled with funds of any other homeowners' association, nor with the funds of any manager or any other Person responsible for the custody of such funds.

**7.5.3. Reserve Accounts.** Any reserve funds shall be kept in one or more segregated, interest-bearing accounts, and any withdrawal transaction affecting such funds, including the issuance of checks, shall require the signatures of at least two Persons who are Officers or Directors of the Association.

**7.6. Reserves to Maintain, Repair & Replace Common Amenities.**

Reserves are to fund major maintenance, repair, and replacement of assets including Common Amenities that will require major maintenance, repair, or replacement within thirty (30) years.

**7.6.1.** Pursuant to RCW 64.90.545, the Association is exempt from a reserve study conducted by a reserve study professional as defined in that Chapter, however, to sustain assets and prevent the need for a Special Assessment, the Board shall conduct an internal reserve study at least every three (3) years. The internal reserve study shall be reviewed annually by the Board. The internal reserve study shall estimate the anticipated major maintenance, repair, and replacement costs, whose infrequent and significant nature make them impractical to be included in the Annual Budget.

**7.6.2.** Any reserve study shall include:

- (a) Quantities and estimates for the remaining useful life of each asset, and current major maintenance, repair, or replacement cost for each asset;
- (b) The Association's Reserve balance;
- (c) Special Assessments already implemented or planned;
- (d) Interest and inflation assumptions;
- (e) Current Reserve Contribution Rates for a full funding plan and baseline funding plan;
- (f) A recommended Reserve Contribution Rate for a full funding plan to achieve one hundred percent (100%) fully funded reserves by the end of a 30-year period;
- (g) A baseline funding plan to maintain the Reserve balance above zero dollars (\$0) throughout the 30-year period without Special Assessments; and
- (h) A projected reserve account balance for a 30-year period and a funding plan to pay for projected costs from the Reserves balance without reliance on future unplanned Special Assessments.

**7.6.3.** The failure to include an asset, or to provide contributions to the Reserves for assets, may require the Owners to pay on demand a Special Assessment of common expenses for the cost of major maintenance, repair, or replacement of an asset. A portion of the Annual Budget for the Association shall be devoted to funding Reserves for: (i) major maintenance or major repairs that extend the life of the assets, (ii) increasing the value of the assets or to replace assets as they wear or become obsolete, (iii) as a contingency against cash flow timing differences within the Annual Budget, and (iv) operating expenses or expense levels not anticipated in the Annual Budget. All

Owners shall be assessed by the Association for their share of such costs and expenses in proportion to the Allocated Interest for Common Expense Liability. (See also Internal Reserve Study Policy)

**7.7. Association Records.**

**7.7.1. Ownership of Records; Inspection.** The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The Association shall permit any party eligible under Washington State law to inspect the books and records of the Association. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records. All financial records and other books, records and documents of the Association are and shall remain the property of the Association but shall be made reasonably available for examination and copying by the Association's manager, any Owner, or the Owner's authorized agents for legitimate reasons relating directly to the Association. However, the Association shall not release the unlisted telephone number of any Owner without such Owner's consent and shall protect any other information regarding any or all Owners that may be reasonably considered private and unrelated to Association's legitimate affairs, or that are otherwise privileged from disclosure by law. The Association must make available to each Owner of record for examination and copying Minutes from the previous Meeting of the Association not more than sixty (60) days after the meeting. Minutes of the previous Meeting of the Association must be approved at the next Meeting of the Association in accordance with these Bylaws. (See also Inspection of Records Policy)

**7.7.2. Preparation of Financial Statements and Records.** At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The Treasurer shall keep financial records sufficiently detailed to fully declare to each Owner a true statement of the Association's financial condition. Where annual assessments exceed \$5,000, the accrual method of accounting should be employed, and any expenses required by the Declaration of Covenants to be charged to more than one but fewer than all Owners shall be accounted for separately.

**7.8. Notice.**

**7.8.1. Manner of Notice.** Notice to Lot Owners shall be provided in the manner prescribed in Section 4.6.4 hereof. Notice of Meetings of the Directors shall be given as prescribed in Section 5.4.4 hereof. Mortgagees may be entitled to notice by certified or registered mail pursuant to special provisions of the Declaration of Covenants.

**7.8.2. Waiver of Notice.** Whenever any notice is required to be given under the provisions of Governing Law, the Declaration of Covenants or these Bylaws, a Waiver thereof, in a Record, signed by the Person or Persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

**ARTICLE VIII.**  
**ENFORCEMENT OF PROVISIONS OF GOVERNING DOCUMENTS**

**8.1. Authority of the Board.**

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Declaration of Covenants and other Governing Documents. Without limiting the authority and powers conferred upon the Board by Governing Law, the Board shall have the power and authority specified in this Section of these Bylaws.

**8.2. Legal Proceedings.**

Failure to comply with any of the terms of the Governing Documents shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies.

**8.3. Costs and Attorneys' Fees.**

The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorneys' fees so awarded shall constitute a Specially Allocated Assessment against the Owner's Lot.

**8.4. Late Charges and Interest.**

The Board may impose and collect reasonable late charges to encourage prompt payment of Assessments. Until changed by resolution of the Board with advice of counsel, the Board may collect a late charge: (a) when any Assessment or installment thereof is received by the Association more than thirty (30) days beyond the due date of such Assessment or installment; (b) in an amount not to exceed the greater of twenty-five dollars (\$25.00) or ten percent (10%) of the amount of said Assessment or installment. Delinquent Assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, or the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

**8.5. Fines.**

The Board may impose and collect reasonable fines against Owners for violations of the Governing Documents. PROVIDED, however, that no fine may be levied unless (1) the Board has by resolution established a schedule of fines which has been furnished to all Owners prior to the alleged violation, and (2) the allegedly offending Owner has been provided with notice of and an opportunity to be heard at a hearing to be conducted pursuant to Section 8.9 of these Bylaws. Until changed by resolution of the Board with advice of counsel, the amount of any fine so assessed shall not exceed one hundred dollars (\$100.00) for a single offense or fifty dollars (\$50.00) per diem for any offense of a continuing nature and shall be treated as a Specially Allocated Assessment against such Owner's Lot. (See also Hearings Policy)

**8.6. No Waiver of Rights.**

The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Governing Documents or the Act, shall not constitute a waiver of the right of the Association, the Board, or the Owner to enforce such right, provision, covenant, or condition in the future.

**8.7. Remedies Cumulative.**

A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or the Act or at law or in equity.

**8.8. Alternative Forms of Dispute Resolution Authorized.**

In addition to the rights, remedies and procedures described above, the Association may, with the consent of an affected Owner and/or any other interested party, agree to resolve any dispute through mediation, binding or non-binding arbitration, or such other alternative dispute resolution mechanism as may be deemed appropriate, at the discretion of the Board. (See also Alternative Dispute Resolution Policy)

**8.9. Pre-Sanction Hearings.**

In any cases under Section 8.5 hereof, where a fine or Specially Allocated Assessment for misconduct is proposed, or when a suspension of membership privileges for violation of the Governing Documents is proposed, or in any other case where the Board, in its discretion, deems



necessary or advisable, an allegedly offending Owner shall be afforded the opportunity for a hearing by the Board to determine the appropriateness of the action proposed to be taken. A hearing will be governed by the procedure set forth below. (See also Hearings Policy):

**8.9.1. Notice of Violation.** A written Notice of Violation shall be prepared and hand-delivered or mailed by registered or certified mail, return receipt requested, to such Owner at his or her last known mailing address. The Notice of Violation shall include:

- (a) A statement, in reasonable detail, of the factual nature of any alleged violations, along with the Section number of any portion of the Governing Documents allegedly violated;
- (b) The nature of the action proposed to be taken against such Owner, including the dollar amount of any fine which could be imposed under the Schedule of Fines;
- (c) A date by which the Owner must mail or deliver a written Request for Hearing to the Association to contest the imposition of the proposed sanction (which date must be not less than fourteen (14) days following the delivery of the Notice of Violation) along with the address to which such Request for Hearing must be sent; and
- (d) A date, which is not less than thirty (30) days following the delivery of the Notice of Violation, upon which the sanction would be imposed in the event that no hearing is requested by the Owner.

**8.9.2. Form and Contents of Request for Hearing.** The Request for Hearing shall be made in writing, shall be signed by or on behalf of the Owner, and shall contain a brief statement of any reasons known to the Owner that the proposed sanction should not be imposed.

**8.9.3. Establishment of a Hearing Date.** In the event that a hearing is requested by an Owner, no sanction may be imposed until the requested hearing is held. Upon receipt from an Owner of a Request for Hearing, a Notice of Hearing shall be prepared and hand-delivered or mailed to such Owner by registered or certified mail, return receipt requested. The Notice of Hearing shall include the location, date, and time of the hearing.

**8.9.4. Hearing Procedures.** At the hearing, the President, or his or her designee, shall preside. The hearing shall be conducted generally in accordance with the requirements for Meetings of the Board as provided in Section 5.4 of these Bylaws. Any Director who feels that it would be impossible to be fair, objective, and unbiased in the proceedings shall disqualify himself or herself prior to the commencement of the hearing. Both the Owner who is the subject of the hearing and the Association may be represented by counsel. Minutes shall be taken and, if requested by either the Association or the Owner, the hearing may be recorded either stenographically, or by audio or video tape or equivalent means. After receiving proof of the giving of the two Notices required by Sections 8.9.1 and 8.9.3 of these Bylaws, factual evidence in support of the allegation that a violation has occurred will be received. Live testimony from witnesses with

personal knowledge shall be received where practicable. Affidavits or declarations in the form required by RCW 9A.72.085 may, however, be received in lieu of live testimony as the interests of justice may require, and formal adherence to legal rules of evidence shall not be required. Thereafter, evidence from the Owner, in defense or toward mitigation, shall be received. Any rebutting evidence may then be received. Legible copies of all documentary evidence received shall be attached to the Minutes of the hearing. At the close of the evidence, both sides shall have the opportunity for legal argument.

**8.9.5. Default.** In the event that the Owner fails to appear at the hearing, he or she may be deemed to be in default, and upon receipt of proof of delivery of both of the Notices required under Sections 8.9.1 and 8.9.3 of these Bylaws, and upon receipt of any satisfactory evidence that establishes the existence of the violation, the Board may render its decision forthwith.

**8.9.6. Continuances.** In its discretion, if the interests of justice appear to require, the Board may continue the hearing at the request of either the Owner or any other affected party, for such reasonable period not to exceed thirty (30) days, as may be deemed necessary.

**8.9.7. Decision.** The Board may issue its decision at the close of the hearing or may adjourn and render its decision at a later date, not to exceed thirty (30) days following the date of the hearing or any continuation thereof. The decision shall be in writing but need not contain detailed findings of fact or conclusions of law and shall be delivered or mailed to the Owner and his or her attorney on the date of issuance. The original copy of the decision shall be dated and signed by the presiding Officer and filed among the Minutes of the Board of Directors.

**8.9.8. Assurance of Voluntary Compliance in Lieu of Hearing.** The Board may, with or without holding a hearing and at any time prior to rendering its Decision, accept from the Owner an Assurance of Voluntary Compliance in lieu of further proceedings, subject to such terms and conditions as may appear reasonable.

## **ARTICLE IX.**

### **AMENDMENT OF BYLAWS**

Amendments to these Bylaws may be adopted at a duly constituted Meeting of the Association at which a quorum is present if at least two-thirds of the votes of Owners present, in person or by proxy, are cast for such Amendment, or without any meeting if all Owners have been duly notified and Owners holding at least a majority of the votes in the Association consent in a Record to such amendment. Amendments may be proposed by a majority of the Board of Directors or by petition signed by Owners representing at least one-third of the votes (8 Lots) in the Association for consideration at the next Regular or Special Meetings for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a Meeting of the Association or by written consent of the requisite number of Persons entitled to vote after notice has been given to all Persons entitled to receive notice of a Meeting of the Association. After an amendment to the

Bylaws is properly adopted, the President or in his/her absence, the Vice President, and the Secretary of the Board of Directors shall prepare, execute, certify, and record amendments on behalf of the Association.

**ARTICLE X.**  
**MISCELLANEOUS**

**10.1. Compliance with Law.**

These Bylaws are set forth in compliance with the Governing Law, the Declaration of Covenants, and the provisions of the Corporation Act.

**10.2. Conflict.**

These Bylaws are subordinate and subject to Governing Law, the Corporation Act, and the Declaration of Covenants. In the event of any conflict between these Bylaws and the foregoing, the provisions of the foregoing shall control, in that order of priority. In case of any conflict among the Governing Documents, the hierarchy of control is as follows:

- (1) Federal, state, and local laws, ordinances, and codes (unless the statutes defer to the Association's documents)
- (2) Plat of Village Park
- (3) Declaration of Covenants, Conditions & Restrictions (CC&Rs)
- (4) Supplemental Declarations
- (5) Deeds
- (6) Articles of Incorporation
- (7) Bylaws
- (8) Properly adopted and communicated resolutions, policies, rules, and regulations

**10.3. Severability.**

If any provision of these Bylaws or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end the provisions of these Bylaws are declared to be severable.

**10.4. Captions.**

The captions (section headings) of these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

**EXHIBIT A.**  
**PROXY VOTE FORM TEMPLATE**

**If you cannot attend, please return this form, signed and dated, to one of the Board Members or another Owner who will be in attendance.** Village Park Owners' Association must have a record of the Member's eligibility for a proxy to be counted. A proxy is a power of attorney given by one person to another to vote in his or her place. Bylaws require a majority of the Members present at the meeting (and there is a quorum present) for any election of Directors or vote to be valid. If you cannot attend, please return this form, signed, and dated, to one of the Board Members or another Owner who will be in attendance. Present this proxy to the Secretary for each voting Member not in attendance.

I, \_\_\_\_\_ of Owner Address: \_\_\_\_\_  
 (Village Park Owner)

give my proxy to:

\_\_\_\_\_ of Proxy Voter Address: \_\_\_\_\_  
 (Designee)

to be presented at the Village Park Owners' Association *[Annual, Special, or Other Meeting]* meeting to be held on:

*[Month] [Day], [Year,] at [Time p.m.]*

at the home of *[Owner's Name] [Owner's Address]* 35<sup>th</sup> Ct. in Anacortes.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Village Park Owner)

Notes:

1. You may also email your signed and scanned proxy to the Secretary at: [villageparksecretary@gmail.com](mailto:villageparksecretary@gmail.com)
2. Pursuant to RCW 24.03A.430(b), this proxy is valid for eleven (11) months unless a shorter or longer period is expressly provided for in this proxy.

**EXHIBIT B.**  
**RESOLUTION ACTION RECORD TEMPLATE**

Resolution Pertaining to: \_\_\_\_\_

Resolution No.: \_\_\_\_\_

Duly adopted at a meeting of the Board of Directors held: \_\_\_\_\_

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE	YES	NO	ABSTAIN	ABSENT
_____ President	_____	_____	_____	_____
_____ Secretary	_____	_____	_____	_____
_____ Treasurer	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

FILE:      Book of Minutes  
              Book of Resolutions  
              Book of Policies

Resolution effective date: \_\_\_\_\_

**REFERENCES**

- (a) Washington Nonprofit Corporation Act, RCW 24.03A
- (b) Homeowner's Associations Act, RCW 64.38
- (c) Plat of Village Park
- (d) Village Park Owners' Association Articles of Incorporation
- (e) Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Village Park Owners' Association
- (f) Village Park Owners' Association Procedures for Policies Policy (2022-01)
- (g) Village Park Owners' Association Alternative Dispute Resolution Policy (2022-02)
- (h) Village Park Owners' Association Conflicts of Interest Policy (2022-03)
- (i) Village Park Owners' Association Contracting Policy (2022-04)
- (j) Village Park Owners' Association Inspection of Records Policy (2022-05)
- (k) Village Park Owners' Association Internal Reserve Study Policy (2022-06)
- (l) Village Park Owners' Association New Owner(s) Welcome Policy (2022-07)
- (m) Village Park Owners' Association Seller's Disclosure Policy (2022-08)
- (n) Village Park Owners' Association Email Policy (2022-09)
- (o) Village Park Owner's Association Hearings Policy (2023-01)

**CERTIFICATION**

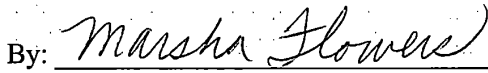
The undersigned hereby certify the within Amended and Restated Bylaws for Village Park Owners' Association, adopted on the 26<sup>th</sup> day of October 2000, amended on the 2<sup>nd</sup> day of May 2001, and amended on the 6<sup>th</sup> day of September 2001 were amended for a third time on the 16<sup>th</sup> day of February 2023, and is an accurate compilation of amendments approved. The within Amended and Restated Bylaws supersedes the Bylaws dated on the 6<sup>th</sup> day of September 2001.

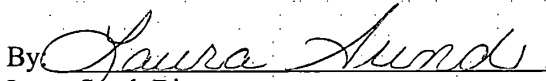
IN WITNESS WHEREOF, the undersigned have signed these Bylaws dated this 16<sup>th</sup> day of February 2023.


**VILLAGE PARK OWNERS' ASSOCIATION**

By:   
Donald Bowker, President

By:   
Miriam Ambrose, Secretary

By:   
Marsha Flowers, Treasurer

By:   
Laura Sund, Director

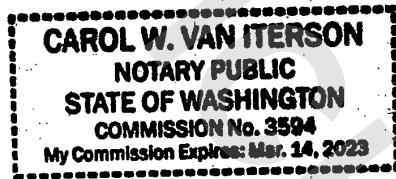
  
By: Dona Reed (Feb 16, 2023 18:25 PST)  
Dona Reed, Director



STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Donald Bowker, Miriam Ambrose, Marsha Flowers, and Laura Sund of Village Park Owners' Association are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Board of Directors of Village Park Owners' Association, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 16th day of February, 2023.

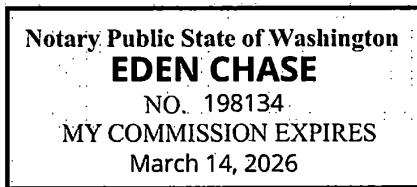


Carol W Van Iterson  
 Notary Public in and for the State of Washington  
 Print Name Carol W Van Iterson  
 Residing in Anacortes  
 My Commission Expires 3-14-23

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF **King** )

I hereby certify that I know or have satisfactory evidence that Dona Reed of Village Park Owners' Association is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as a Director of Village Park Owners' Association, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 16th day of February, 2023.



Eden Chase Notary Public  
 Eden Chase (Feb 16, 2023 18:28 PST)  
 Notary Public in and for the State of Washington  
 Print Name Eden Chase  
 Residing in Federal Way, WA  
 My Commission Expires 03.14.2026