

**BYLAWS**  
**OF**  
**LAKE WASHINGTON RIDGE HOMEOWNERS ASSOCIATION**

**ARTICLE I.**

**Name and Location**

The name of the corporation is LAKE WASHINGTON RIDGE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal contact address of the Association is:

6947 Coal Creek Parkway SE #374  
Newcastle, WA 98059

but meetings of members and Association Board of Directors may be held at such places within the State of Washington, County of King, as may be designated by the Association Board of Directors.

**ARTICLE II.**

**Definitions**

Section 1. "Association" shall mean and refer to the LAKE WASHINGTON RIDGE HOMEOWNERS ASSOCIATION, its successor and assigns.

Section 2. "Subdivision" shall mean and refer to certain real property described in the Plats of Lake Washington Ridge, records of King County, Washington, and such additions thereto as may be hereafter brought within the jurisdiction of Association.

Section 3. "Common Properties" shall mean and refer to open areas as designated on the Plats of Lake Washington Ridge, per plats recorded in King County, Washington, including all Native Growth Protection Easements.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Plats of Lake Washington Ridge with the exception of Common Properties described above.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities and specifically including the developer, of the fee simple title to any Lot or Lots which are a part of the Subdivision, but shall not include a contract seller or a mortgagee.

Section 7. The term "real estate contract" shall not include an earnest money receipt and agreement; the terms "contract seller" and "contract purchaser" shall not include the parties to any such earnest money receipt and agreement.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision recorded or to be recorded in the office of the King County Auditor.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Lake Washington Ridge Homeowners Association as elected by its Members.

**ARTICLE III.**  
**Membership and Voting Rights**

Section 1. Membership. Every person or entity who is the contract purchaser or record owner of a fee interest in any Lot or Lots which are subject by covenants of record to assessment by the Association, shall be a Member of the Association, provided, however, that if any Lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one (1) of their number as the "Member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Lot shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of or the contract purchaser's interest in any Lot which is subject to assessment by the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser's interest in) any Lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser, or new contract purchaser as the case may be. Ownership of or a contract purchaser's interest in any such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any monthly or special assessment, the voting rights and right to use of the Common Properties and recreational facilities by such Member may be suspended by the Association Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed one hundred eighty (180) days, for any and each violation of any rules and regulations established by the Association Board of Directors governing the use of the Common Properties and facilities. In the event of suspension, such Member shall continue to incur and remain liable for any and all monthly, annual and special assessments.

Section 3. Voting Rights. The Association Members shall be all Owners in the Subdivision, with the exception of the Association itself, as set forth in Article III, Section 1 hereof. Association Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III, Section 1 hereof. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**ARTICLE IV.**  
**Property Rights: Rights of Enjoyment**

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Properties and facilities to the members of his family or his tenants who reside on the property, and, subject to regulation by the Association Board of Directors, to his temporary guests. Such Members shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

**ARTICLE V.**  
**Board of Directors: Selection: Term of Office**

Section 1. Number. The affairs of this Association shall be managed by a Board of four (4) Directors, who shall be Members of the Association.

Section 2. Term of Office. Directors will serve for a term of three (3) years with no more that two (2) Directors terms expiring in a given year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of that position.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE VI.**  
**Meetings of Board of Directors**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director. The Directors may waive, in writing, the three (3) day notice requirement.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. All meetings of the Board of Directors shall be open for observation by all Members and their authorized agents. The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all Members. Upon the affirmative vote in open meeting to assemble in close session, the Board of Directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss like or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of an Owner to the Association. 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 of Trustees shall restrict the consideration of matters during the closed portions of meetings only to 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 of Directors, following the closed session, reconvenes an open meeting and votes in open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

**ARTICLE VII.**  
**Nomination and Election of Directors**

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nomination Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. As such election, the Members or their proxies may each cast their vote in accordance with the voting rights provisions herein. The names receiving the largest number of votes shall be elected. There shall be no cumulative voting.

**ARTICLE VIII.**  
**Powers and Duties of the Board of Directors**

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

- (d) To employ managers, independent contractors, professional advisors or such other employees as they deem necessary, and to prescribe their duties;
- (e) Except as in these Bylaws otherwise provided, authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose or to any amount; and
- (f) To levy reasonable fines in accordance with a previously established schedule adopted by the Board of Directors and furnished to the Owners for violations of the bylaws, rules and regulations of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all acts and corporate affairs;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
  - (1) to establish, levy, assess, and collect the assessments or charges referred to in Article VII of the Declaration, as applicable to the Association; and
  - (2) to send written notice of each assessment to every Owner or contract purchaser subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a statement or certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) To cause any Common Properties owned by the Association to be maintained.

## **ARTICLE IX. Committees**

Section 1. The Board of Directors shall appoint a Nominating Committee, as provided by these Bylaws and shall appoint an Architectural Control Committee to perform the duties and functions described in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Maintenance or Landscape Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of lawn, planting, monument and Common Property areas that are the responsibility of the Association, and shall perform such other functions as the Board, in its discretion, determines;
- (c) A Publicity Committee which shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association; and
- (d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(c). The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving the Association's functions, duties and activities within its field of responsibility and report to the Board on the status of its area of responsibility on a regular basis as stipulated by the Board. It shall dispose of such complaints as it deems appropriate, or refer them to such other committee or office of the Association as is further concerned with the matter presented.

**ARTICLE X.**  
**Meeting of Members**

Section 1. Annual Meeting. Regular annual meeting of the Members shall be held during the last full week of March at a time and location established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote ten (10%) percent of all of the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fourteen (14) and not more than sixty (60) days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, the business to be placed on the agenda for a vote of the Members, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation and any proposal to remove a director.

Section 4. Quorum. The presence at the commencement of the meeting of Members entitled to cast, or of proxies entitled to cast, thirty-four (34) percent of the votes of the entire membership shall constitute a quorum for any action except as other provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum, as aforesaid, shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Member of their Lot.

**ARTICLE XI.**  
**Officers and Their Duties**

Section 1. Enumeration of Officers. The Association Board of Directors shall be composed of the following officers: President, Vice-president, Secretary and Treasurer, and such other officers as the Board may from time to time by resolution create. Only the offices of Secretary and Treasurer may be held by the same person in cases where a position on the Board is open.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless they shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular elections. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of these officers are as follows:

- (a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.
- (b) Vice-President: The Vice-president shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE XII. Assessments**

Section 1. Creation of the Lien and Personal Obligations of Assessments. By the Declaration, each Member is deemed to covenant and agree to pay to the Association:

- (a) annual or monthly assessments or charges; and
- (b) special assessments for capital improvements and other purposes as set forth in the Declaration.

The assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the Owner or contract purchaser of such property at the time when the assessment fell due. Any such lien or assessment runs with the property. The Association may file or record a lien or take any other action deemed appropriate to effectuate collection of unpaid assessments.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, and welfare of the residents in the properties, including without limitation, the construction, establishment, improvement, repair, maintenance and other expenses of the Common Properties, services, and facilities related to the use and enjoyment of the Common Properties, the payment of taxes and insurance on the Common Properties, and the installation and maintenance of the entry planting areas on streets located within the Subdivision. Assessments may also be levied to pay for any professional services, costs, advice or consultation incurred by the Association in carrying out its duties, including, but not limited to reasonable attorneys fees and costs incurred by the Association in the enforcement of, or as a result of any violation of the Declaration, Articles of Incorporation or Bylaws of the Association, or any rules or regulations adopted by the Board of Trustees.

Section 3. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy special assessments for capital improvements upon the Common Properties. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, or replacement of a described capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days, nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting.

Section 4. Uniform Rate. All assessments shall be fixed at a uniform rate for all Lots subject to assessment.

Section 5. Quorum for any Action Authorized Under Section 3. The presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Article X, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6. Date of Commencement of Assessments - Due Dates. As to each particular Lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 3 hereof shall be fixed by the resolution authorizing such assessment.

Section 7. Effect of Non-Payment of Assessments - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit. No Owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any Lot, provided that a lien for delinquent assessments has not been recorded at the time of the recording of the mortgage. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. Sale or transfer of any Lot shall not affect the assessment lien.

### **ARTICLE XIII.** **Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XIV.**  
**Indemnification of Directors**

Directors of this Association shall not be liable to the Association or its Members for damages caused by an action taken by the Director in good faith, provided, however, the Directors shall exercise the degree of care and loyalty required of a director of a corporation organized under Chapter 24.03 RCW. This provision may not limit a Director's liability for acts involving intentional misconduct such as a knowing violation of the law or a knowing breach of the Director's fiduciary duty to the Association.

Directors of this Association shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including attorney fees) actually incurred as a result of all actions undertaken by said Director in good faith, and (a) in the case of conduct in his own official capacity with the Association, he reasonably believed his conduct to be in the Association's best interests, or (b) in all other cases, he reasonably believed his conduct to be at least not opposed to the Association's best interests, and (c) in the case of any criminal proceedings, he had no reasonable cause to believe his conduct was unlawful. Said Directors shall be indemnified and held harmless to the full extent permissible under the provisions contained in RCW 24.03.043 and RCW 23A.08.025, and amendments thereto.

The foregoing right of indemnification shall not be exclusive of other rights to which such Director may be entitled to as a matter of law. The Board of Directors may obtain insurance on behalf of any person who is or was a Director, Officer, employee, or agent against any liability arising out of his status as such, whether or not the Association would have power to indemnify him against such liability.

**ARTICLE XV.**  
**Corporate Seal**

The Association may obtain a seal in circular form, having within its circumference the words "Lake Washington Ridge Homeowners Association", and the words "Corporate Seal Washington, 1988" in the form and style as affixed in these Bylaws by the impression of such seal.

**ARTICLE XVI.**  
**Miscellaneous**

Section 1. Amendment. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Conflict: Control. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Financial Audit. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. The financial statements of the Association shall be audited at least annually by an independent certified public accountant if the Association's annual assessments are \$50,000.00 or more, but that audit may be waived if sixty-seven (67%) percent of the votes cast by Members, in person or by proxy, at a meeting of the Association at which a quorum is present, vote each year to waive the audit.


**ARTICLE XVII.**  
**Fiscal Year**

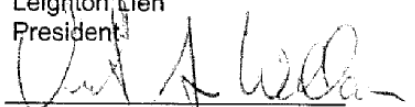
The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

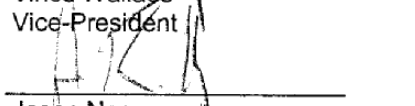
**ARTICLE XVIII.**  
**Date of Adoption**

These Bylaws were duly adopted as amended by the Association on the 24th day of March 2009.

**BOARD OF DIRECTORS**

  
\_\_\_\_\_  
Leighton Lien  
President

  
\_\_\_\_\_  
Vince Wallace  
Vice-President

  
\_\_\_\_\_  
Jason Nap  
Secretary-Treasurer

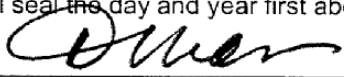
STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this 14 day of NOVEMBER, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LEIGHTON LIEN, VINCE WALLACE and JASON NAP, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they are President, Vice-President and Secretary respectively of the LAKE WASHINGTON RIDGE HOMEOWNERS ASSOCIATION, and are authorized for and on behalf of said corporation, and did so execute the above and foregoing Declaration of Covenants, Conditions and Restrictions of Lake Washington Ridge Homeowners Association as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

In witness whereof, I hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



  
\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at: KING CTY  
My commission expires: 1/8/2013