

**AMENDED AND RESTATED BYLAWS OF
LAKESIDE VILLAGE HOMEOWNERS'
ASSOCIATION**

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**AMENDED AND RESTATED BYLAWS OF
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ASSOCIATION**

ARTICLE 1 DEFINITIONS

Unless the context requires otherwise, the definitions given in the Act, as modified in the Declaration shall apply in interpreting these Bylaws. As used in these Bylaws, the following terms shall have the following meanings:

1.1 “Absentee Ballot” means a Ballot Executed and Delivered by Owner to the Association in connection with a meeting of the Association at which neither the Owner nor the Owner’s proxy or attorney in fact is present.

1.2 “Act” means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended.

1.3 “Articles” means the articles of incorporation of the Association, as amended.

1.4 “Assessment” means all sums chargeable by the Association against a Unit and its Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney’s fees, incurred by the Association in connection with the collection of a delinquent Owner’s account, costs and attorneys’ fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

1.5 “Association” means the Lakeside Village Homeowners Association, a non-profit corporation formed under the laws of the State of Washington whose membership is composed of all of the Unit Owners, acting as a group in accordance with the Governing Documents, and any successor non-profit corporation or unincorporated association. The Association is the Association of Apartment Owners as defined in the Act, and as more particularly provided for in Article 9 of the Declaration.

1.6 “Ballot” means a Record Executed by an Owner, an attorney in fact of an Owner, or a proxy of an Owner which is Delivered to the Association and contains a statement of the Owner’s approval, rejection or abstention on any matter to be voted on by the membership of the Association.

1.7 “Board” means the board of directors of the Association.

1.8 “Common Elements” means all portions of the Condominium Property (including the land described on Exhibit “A” to the Declaration) other than the Units.

1.9 “Common Expenses” includes all sums lawfully assessed against Owners by the Association for expenses of administration, operation, maintenance, repair, replacement, addition to or improvement of the Common Elements; all sums declared to be Common Expenses by the Act, the Declaration or the Bylaws (as they may be lawfully amended); and all sums agreed upon as Common Expenses by the Association.

1.10 “Common Funds” means those funds held by the Association and collected from Owners by means of regular or special Assessments, or otherwise, for the payment of Common Expenses or those expenses specially chargeable to a Unit or Units.

1.11 “Condominium” means the Lakeside Village Condominium, a condominium created under the terms of the Declaration.

1.12 “Declaration” means that certain Declaration submitting real estate to the Act entitled Declaration submitting real estate to the Act entitled DECLARATION FOR LAKESIDE VILLAGE, A CONDOMINIUM, which was recorded on June 3, 1980, under Recording No. 8006030712, in the records of King County, State of Washington, as thereafter amended of record, and as amended and restated by the Amended and Restated Declaration for Lakeside Village Condominium adopted contemporaneously with these Bylaws, and as thereafter amended of record.

1.13 “Deliver” means: (a) mailing by US Postal Service or private courier service; (b) personally handing a copy to the intended recipient or an authorized agent of the intended recipient; (c) transmission by facsimile equipment, for purposes of delivering a demand, consent, notice, or waiver to the corporation or one of its officers, directors, or members; (d) electronic transmission, in accordance with the officer's, director's, or member's consent, for purposes of delivering a demand, consent, notice, or waiver to the Association or one of its officers, directors, or members under RCW 24.03.009; and (e) as prescribed by the secretary of state for purposes of submitting a record for filing with the secretary of state.

1.14 “Delivered to the Association” means Delivered to the principal office of the Association or to an officer, director, Managing Agent or other authorized agent of the Association.

1.15 “Electronic transmission” means an electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

1.16 “Electronically transmitted” means the initiation of an electronic transmission.

1.17 “Execute,” “executes,” or “executed” means (a) signed, with respect to a written Record or (b) Electronically Transmitted along with sufficient information to determine the sender's identity, with respect to an Electronic Transmission.

1.18 “Governing Documents” means the Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association adopted pursuant to the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

1.19 “Lender” means the holder or the beneficial owner, or the servicing agent, insurer or guarantor of the holder or beneficial owner, of a recorded encumbrance on a Unit created by Mortgage which was made in good faith and for value, and shall also mean the seller, or the designee or assignee of a seller, under a real estate contract for the sale of a Unit, and includes an entity which holds or insures a Mortgage, such as but not limited to Freddie Mac, Fannie Mae, Ginnie Mae, HUD, and the VA.

1.20 “Majority” or “Majority of Unit Owners” means the Unit Owners entitled to cast fifty one percent (51%) or more of the Votes allocated to the Units in accordance with the percentages assigned in the Declaration.

1.21 “Managing Agent” means the person or firm retained by the Board under a written agreement between that person or firm and the Association to perform any management and administrative functions and duties delegated to that person or firm with respect to the Condominium.

1.22 “Mortgage” means a recorded mortgage or recorded deed of trust that creates a lien against a Unit and shall also mean a recorded real estate contract for the sale of a Unit.

1.23 “Mortgage Foreclosure” includes a deed of trust sale and a deed given in lieu of a mortgage foreclosure or deed of trust sale, and also includes a real estate contract forfeiture or a deed given in lieu of a real estate contract forfeiture.

1.24 “Occupant” means anyone who occupies a Unit as a permanent residence or who stays overnight in any Unit more than fourteen (14) days in any calendar month or more than sixty (60) days in any calendar year.

1.25 “Owner” and “Unit Owner” are synonymous and mean the person or persons owning a Unit in fee, together with an undivided fee interest in the Common Elements in the percentage specified in the Declaration. In the case of a Unit which has been sold under a real estate contract, the term excludes the fee owner or owners and includes the contract purchaser or purchasers. The use of the term “Owner” or “Unit Owner” in the singular throughout the Bylaws in the context of the ownership of a single Unit specifically includes the plural where applicable.

1.26 “Percent of Unit Owners” means Owners entitled to cast the stated percentage of the Votes allocated to the Units in accordance with the percentages assigned in the Declaration.

1.27 “Record” means information inscribed on a tangible medium or contained in an electronic transmission.

1.28 “Registered Address” means the single address for purposes of notice by the Association designated by the Owner or Owners of a Unit as provided in Section 4.6 of these Bylaws.

1.29 “Related Party” means a person who has been certified under penalty of perjury in a written document filed by Unit Owner with the Association to be the spouse, registered domestic partner, parent, parent-in-law, sibling, sibling-in-law, parent’s sibling, or lineal descendant or ancestor of the Owner or the lineal descendant or ancestor of any of the foregoing persons, the officer or director of any Owner which is a corporation, the member of any Owner which is a limited liability company or professional limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. The Board may require an Owner to provide any additional documentation that it deems necessary to prove to it the truth of the relationship certified by the Owner. Notwithstanding anything herein to the contrary, a person who is the settlor and trustee of a living trust that owns a Unit shall be deemed to be the Owner of the Unit for all purposes under the Declaration.

1.30 “Rules and Regulations” means the rules and regulations adopted by the Board as provided in Paragraph 10.2.1 of the Declaration, or adopted by the affirmative vote of a Majority of Unit Owners at any regular or special meeting of the Association.

1.31 “Tangible medium” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

1.32 “Unit” means a part of the Property intended for single family residential use as specified in the Declaration, including one or more rooms or spaces located on one or more floors (or part or parts

of floors) in a Building. The boundaries of a Unit are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the Unit includes both the portions of the Building described and the air space encompassed within those boundaries.

1.33 “Votes” means the votes allocated to each Unit in the Declaration. Any specified percentage, portion, or fraction of Unit Owners, unless otherwise stated in the Governing Documents, means the specified percentage, portion or fraction in the aggregate of the Votes allocated to all of the Units.

1.34 “Votes Cast” means the Votes cast by those persons present and voting, in person or by proxy or by Absentee Ballot Delivered to the Association at a meeting of the Association, or as provided in Section 5.12 of these Bylaws.

1.35 “Writing” does not include an electronic transmission.

ARTICLE 2 APPLICATION OF BYLAWS

These Bylaws, and the Rules and Regulations established from time to time by the Association for the use and operation of the Condominium shall apply to all present and future Unit Owners and all others having a full or partial legal or equitable interest in a Unit, Lenders, lessees, Tenants, licensees and Occupants of Units, and their guests, invitees and employees, and any other persons using the Condominium and any Units or Common Elements.

ARTICLE 3 PURPOSE AND POWERS

3.1 Purpose. The purpose of the Association is to administer the Condominium pursuant to the applicable provisions of the Act and the Governing Documents and to act as the governing body for all of the Owners for the maintenance, repair, replacement, administration and operation of the Condominium, and all other property the Association is required or permitted to maintain by the Declaration.

3.2 Powers. The Association shall have the powers enumerated in the Act and in the Declaration and these Bylaws.

ARTICLE 4 MEMBERSHIP - VOTING - REGISTRATION MATTERS

4.1 Membership. Each Unit is entitled to one membership in the Association. Each Unit Owner shall automatically become a member of the Association upon acquisition of ownership of a Unit. Each member is entitled to participate personally or through a designated representative in the affairs of the Association, as provided in the Governing Documents and the Act. If a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, and the Governing Documents, except as limited in the Governing Documents, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

4.2 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Unit giving rise to the membership, and may not be assigned, transferred, pledged, hypothecated, conveyed or alienated except upon the transfer of title to the Unit and then only to the transferee of title to the Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant to the Unit to the new Owner of the Unit.

4.3 Voting.

4.3.1 Number of Votes. The total number of Votes allocated among all Owners shall be one hundred (100) and the total number of Votes available to the Owner of any one Unit shall be equal to the percentage of undivided interest in the Common Elements appertaining to that Unit as provided in Article 8 of the Declaration.

4.3.2 Voting Owner. There shall be one (1) voting representative of each Unit. If an Owner owns more than one Unit, that Owner shall have the Votes for each Unit owned. The voting representative shall be designated by the Owner of each Unit by written notice to the Board, and need not be an Owner. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in a Unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Unit. This power of designation and revocation may be exercised by the guardian of a Unit Owner, and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of a Unit shall be the group composed of all of the Owners of that Unit.

4.3.3 Joint Owner Disputes. The Vote for a Unit must be cast as a single vote. The division of Votes allocated to a Unit shall not be allowed. If joint Owners are unable to agree among themselves as to how their Vote or Votes shall be cast, they shall lose their right to vote on the matter in question. If more than one (1) Ballot is cast by different Owners of a particular Unit at a meeting of the Association, or by Ballot as provided in Section 5.12, and there is any conflict among the Ballots so cast, none of the Ballots cast for the Unit shall be counted and the Ballots shall be deemed void; provided that the Ballot of the Unit shall be counted for the purpose of constituting a quorum; and further provided, that multiple Ballots cast for one Unit in a consistent manner shall be counted only once.

4.3.4 Pledged Votes. If the record Owner has pledged his or her Vote regarding special matters to a Lender under a duly recorded Mortgage or to the seller under a duly recorded real estate contract, only the Ballot of the Lender or seller will be recognized in regard to the special matters upon which the Vote is pledged if a copy of the instrument creating this pledge has been filed with the Board.

4.4. Evidence of Ownership. Any person becoming an Owner of a Unit, or acquiring an interest in a Unit entitling that person to exercise voting rights as, or on behalf of, a member of the Association, must furnish to the Secretary of the Association a copy of the recorded deed or other instrument vesting that person with title to the Unit or an original or certified copy of the instrument vesting that person with the voting rights pertaining to the Unit if the person is not an Owner. The instrument establishing the right to vote shall remain in the files of the Association. In the event of a challenge to the right of a person to vote in any matter before the membership, that person shall not be entitled to exercise those voting rights until that person has complied with the requirements of this Section.

4.5 Registration of Members. The Board shall maintain a register containing the names and addresses of the Unit Owners, their designated representatives and the holders or assignees of any voting rights or proxies that have been filed with the Association. An Owner who sells or conveys his or her interest in a Unit must promptly report to the Board the name(s) and address(es) of the new Owner of the Unit.

4.6 Registration of Mailing Address. Each Unit Owner must notify the Association of an address to be used by the Association for purposes of notice ("Registered Address"). Multiple Owners of

a Unit must designate a single Registered Address to be used by the Association. The Registered Address must be used for mailing of monthly statements, notices, demands and all other communications. Use of the Registered Address by the Association for giving of notice shall be sufficient to constitute notice to any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, which owns the Unit or any interest in the Unit. The Registered Address must be provided by the Owner to the Association within five days after receipt of title or interest in a Unit. The registration shall be in the form of a Record Executed by the Owners of the Unit or by the person(s) authorized by law to represent the interests of all of the Owners. If no Registered Address is provided or if all of the Owners cannot agree, then the address of the Unit shall be the Registered Address until the Registered Address is furnished as required under this Section. The Registered Address may be changed from time to time by similar designation. Upon request of the Association, an Owner must provide the names and addresses of all persons holding a joint or several ownership interest in the Unit.

ARTICLE 5 MEETINGS OF MEMBERS OF THE ASSOCIATION

5.1 Meeting Place. All meetings of the members shall be held at the Condominium or at any other reasonable place set by the Board or may be conducted by telephonic, video, or other conferencing process, provided the meeting notice states the conferencing process to be used and provides information explaining how unit owners may participate in the conference directly or by meeting at a central location or conference connection; and the process provides all unit owners the opportunity to hear or perceive the discussion and to comment. The place for any meeting or conferencing process to be used must be stated in the notice of the meeting.

5.2 Annual Meetings. There shall be an annual meeting of the Owners in the last quarter of each calendar year, or such other fiscal year as the Board may by resolution adopt, to be held at a reasonable place, date and time designated by written notice of the Board Delivered to the Owners no less than fourteen (14) nor more than fifty (50) days prior to the date fixed for said meeting.

5.3 Order of Business. At the annual meeting of members, the order of business shall, unless suspended by a majority of Votes Cast, be as follows:

- (a) Roll call (sign in)
- (b) Proof of notice of meeting (or filing of waiver)
- (c) Announcement of number of Votes present (Verification of Quorum)
- (d) Review of minutes of last Owners' meeting
- (e) Reports of officers
- (f) Reports of committees
- (g) Selection of inspectors of election (if necessary)
- (h) Election of directors (annual meeting or special meeting called for that purpose)
- (i) Unfinished business
- (j) New business
- (k) Adjournment

5.4 Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which by the terms of the Act or of the Governing Documents require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings must be called by written notice of the President of the Association at such time and place as shall be determined by the President or by a majority of the Board, upon the decision of the President, or after request signed by a majority of the members of the Board, or by written request of at least Twenty Percent (20%) of Unit Owners, which notice must be Delivered in the manner prescribed in Section 5.5 of the Bylaws.

5.5 Notices of Meetings. Written notice of any meeting of the membership of the Association must be Delivered to all members in the manner specified in Article 9 of the Bylaws not less than fourteen (14) nor more than fifty (50) days in advance of the meeting. Notice shall specify the date, time and place of the meeting and, to the extent known or anticipated by the Board at the time of the notice, the general nature of the business to be conducted at the meeting. Except to the extent that the Declaration or Bylaws specifically requires the notice of meeting for the adoption or amendment of any Governing Document to contain a statement of the text of the provision(s) being proposed, the failure of the notice of the meeting to specify a particular item of business shall not act as a bar to the consideration of any matter that may properly be brought before the meeting by an Owner.

5.6 Quorum. A quorum is present throughout any meeting of the Association if the Owners of Units to which twenty-five percent (25%) of the votes of the Association are present in person, by proxy, or by Absentee Ballot. If the required quorum is not present at any meeting of the Association, the chair may call another meeting on notice to all members of not less than ten (10) nor more than thirty (30) days. Owners voting by Absentee Ballot are present for all purposes of quorum, count of votes, and percentages of total voting power present.

5.7 Proxies, Mail Ballots and Voting by Electronic Transmission. At any meeting of the Association, an Owner or his or her attorney in fact or proxy may vote in person, and may also vote by Absentee Ballot. Proxies must be in writing and must be dated as of the date of Execution. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of Unit Owners. No proxy shall be valid for a period longer than eleven (11) months after its date unless it specifically provides for a longer duration.

5.8 Majority Vote. Except as otherwise provided by the Declaration or these Bylaws, passage of any matter submitted to vote at a meeting or adjourned meeting duly called, where a quorum is in attendance, shall require the affirmative vote of fifty-one percent (51%) or more of the total Votes entitled to be cast by the members present or represented at the meeting.

5.9 Voting List. At least ten (10) days before each meeting of members, a complete list of the members entitled to vote at the meeting, or any adjournment of the meeting, shall be made, with the address of and number of Votes held by each. The voting list must be kept on file with the Secretary of the Association for a period of ten (10) days prior to the meeting. The list must be kept open at the time and place of the meeting for the inspection of any member.

5.10 Attendance Sheet. Prior to the commencement of any meeting of the Association, a sign-in sheet shall be provided for attendees to confirm the presence of a quorum at the meeting.

5.11 Waiver of Notice. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting. A waiver of any notice required to be given any members, signed by the person or persons entitled to the notice, whether before or after the time stated in the waiver for the meeting, shall be equivalent to the giving of notice.

5.12 Actions Without A Meeting.

5.12.1 Written and Electronically Transmitted Ballots Authorized. Any action which may be taken by the Owners at a meeting of the Association may likewise be taken without a meeting after notice Delivered to all Owners not less than thirty (30) nor more than sixty (60) days in advance of the date set for the counting of the Ballots, if (a) the Ballot of every Owner is solicited specifying the proposed action and providing an opportunity to specify approval or disapproval of any proposal; (b) the number of Ballots cast within the time period specified equals or exceeds the quorum required to be

present at a meeting authorizing the action; and (c) the number of approvals, Executed by Owners or their proxies, setting forth the action to be approved, received by the Association, equals or exceeds the number of Votes that would be required to approve the measure at a meeting at which the total number of Votes cast was the same as the number of Votes cast by Ballot. Votes may be cast by Delivering them in the form of a Record to a member of the Board or Managing Agent in person, by mail or by Electronic Transmission.

5.12.2 Ballot Solicitations. Ballots must be solicited in a manner consistent with the requirements of law. All solicitations must indicate the number of responses needed to meet the quorum requirement and must state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the Ballot must be received in order to be counted.

5.12.3 Revocation of Ballots. Subject to any applicable provisions of law, any Owner or other person entitled to cast a ballot, may revoke the Ballot, or substitute another, by a writing received by the Association prior to the time specified in the solicitation for the counting of Ballots, but may not do so after that time unless that time has been extended as provided in the following paragraph. A revocation is effective upon receipt by the Association at the mailing or electronic address specified for return of the Ballots.

5.12.4 Extension of Time for Balloting. If a sufficient number of Ballots are not received by the Association by the date specified in the solicitation to either constitute a quorum as required under clause (b) of Paragraph 5.12.1, or to approve the proposal under clause (c) of Paragraph 5.12.1, the Board may extend the date for the solicitation of Ballots on further notice to all members, of not less than ten (10) nor more than thirty (30) days, of the new date set for the counting of Ballots. In that event, all Ballots previously cast on the proposal shall be counted unless subsequently revoked as provided in Paragraph 5.12.3, above.

5.12.5 Election of Directors By Mail or Electronic Ballot. In case of election of Board members by mail or Electronically Transmitted Ballot, the Board by majority vote shall select a slate consisting of the names of proposed Board members who are willing to serve, sufficient in number to fill any positions on the Board which are up for election, and shall set a date at least thirty (30) days after selection by which all Ballots are to be received. The Secretary within five (5) days after the selection is made shall Deliver notice of the number of Board members to be elected and of the names of the Board's nominees to all Owners at their Registered Addresses. The notice shall state that any Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing Delivered to the Secretary at the address specified in the notice. The notice shall specify a date for the closing of nominations fifteen (15) days from the date the notice is given by the Secretary, by which the nominations must be received. Within five (5) days after the date of closing the nominations, the Secretary shall Deliver notice to all members, stating the number of Board members to be elected and the names of all nominees, stating that each Owner may cast a Ballot by mail or Electronic Transmission and stating the date established by the Board, which shall be not less than ten (10) nor more than thirty (30) days after the date of notice, by which the Votes must be Delivered to the Association. Ballots received after that date shall not be effective except as provided in Paragraph 5.12.4. All persons elected as Board members by mail or Electronically Transmitted Ballot shall take office effective five (5) days after the date specified in the notice for counting of the Ballots.

5.13 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meeting shall be the most current available edition of Robert's Rules of Order.

ARTICLE 6 THE BOARD OF DIRECTORS

6.1 Number, Qualifications, Term, Election and Powers. The Association shall be administered and managed by a Board consisting of six (6) directors elected by Ballot from among the Unit Owners. Positions to be filled on the Board shall be filled by those candidates for the Board who receive the greatest number of Votes. Solely for the purpose of determining a person's qualification to serve on the Board, the term "Unit Owner" shall include a director, trustee, officer, agent or employee appointed by a corporate Unit Owner as its voting representative, a member appointed by a Unit Owner which is a limited liability company or professional limited liability company as its voting representative, a partner, agent or employee appointed by a partnership Unit Owner as its voting representative, or a trustee or beneficiary appointed by a trust Unit Owner as its voting representative. If a director ceases to meet the qualifications for being appointed as a director during his or her term, then that director shall cease to be a director and his or her position on the Board shall be deemed vacant. The directors shall be elected for three (3) year terms. Two (2) directors shall be elected each year. Each director shall serve for a three (3) year term until the annual meeting of the Association at the expiration of his or her three (3) year term and until his or her successor is elected. Directors need not be residents of the State of Washington or of the Condominium. In addition to the powers and authority expressly conferred upon it by these Bylaws and the Declaration, the Board may exercise all powers of the Association and do all lawful acts and things not directed or required to be exercised or done by the members by statute or by the Governing Documents.

6.2 Change of Number. The number of directors may at any time be increased or decreased by amendment of the Bylaws, but no decrease may have the effect of shortening the term of any incumbent director.

6.3 Vacancies. Any vacancies in the Board to serve out an unexpired term of office, whether caused by resignation, death, conveyance of a Unit or otherwise, may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum of the Board. A director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor, and until his or her successor is elected and qualified.

6.4 Removal of Directors. Any director may be removed with or without cause by the Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present. Any director whose removal is proposed may speak to the meeting on that subject. If a director or directors are removed, their successors shall then and there be elected by the Unit Owners. If a director has missed three consecutive meetings of the Board without the Board having excused the absences in advance, his or her office shall be declared vacant by the Board; provided, however, that the Board may, in its sole discretion, by vote of a majority waive this provision with respect to any for good cause shown.

6.5 Regular Meetings. Regular meetings of the Board may be held with at least three (3) days' notice at the Condominium or at any other place or places as the Board may from time to time designate. The annual meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of members.

6.6 Special Meetings. Special meetings of the Board may be called at any time by the President, or at the request of two (2) directors, to be held at the Condominium or at any other reasonable place as the person or persons calling the meeting may designate.

6.7 Notice. Notice of time and place of all special meetings of the Board must be given to each director by the President or Secretary at least three (3) days prior to the meeting. The notice must

state the purpose or purposes for which the meeting is called. Notice may be given in the manner specified in Article 9 of the Bylaws.

6.8 Quorum. A majority of the members of the Board shall constitute a quorum. The Board shall act by majority vote of those present at its meetings where a quorum exists.

6.9 Waiver of Notice. Attendance of a director at a meeting shall constitute a waiver of notice of that meeting. A waiver of notice signed by the director or directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.

6.10 Registering Dissent. A director who is present at a meeting of the Board at which action on a matter is taken shall be presumed to have assented to an action unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to that action with the person acting as the secretary of the meeting, before the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

6.11 Committees. Standing or temporary committees may be appointed from its own number or from among the Unit Owners by the Board from time to time and the Board may from time to time invest the committees with any reasonable powers as it may see fit, subject to any conditions prescribed by the Board. All committees which are authorized to exercise any power of the Board in the management of the Association must consist of two (2) or more directors. All committee chairs must provide a written summary of the year's activities to the President for presentation at the annual meeting of the Association. The designation of any committee and the delegation of authority to that committee shall not relieve the Board, or any director, of any responsibility imposed by law.

6.12 Compensation. Directors must not be paid compensation for their services as directors; provided, that, subject to Section 6.14, directors shall not be precluded from serving the Association in any other capacity and receiving reasonable compensation for services rendered in that other capacity.

6.13 Duties of Directors. A director must perform the duties of a director, including the 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. All members, including Directors, are encouraged to share their views and opinions. Constructive dissent can be a very valuable resource to a Board. Directors may vote in the minority on issues, and they are not required to personally endorse any Board decision or action. They may discuss their opinions freely and openly with anyone. But by accepting a directorship, each director agrees to work within the Association processes and systems to advance his or her views or positions, and not to either individually, or in collaboration with others, intentionally sabotage or subvert the work of the Board.

6.14 Conflicts of Interest. Nothing in the Governing Documents shall be construed to authorize the Association or Board to enter into any contract, employment or other transaction between the Association and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, and any such contract, employment or other transaction shall be void unless, after the fact of such relationship or interest is disclosed or known to all of the Owners entitled to vote, such contract, employment or transaction has been authorized or approved by vote or written ballot by a Majority of Unit Owners, excluding the interested director or directors and the Votes of any Unit of which they are Owners, and the contract, employment or transaction is fair and reasonable to the Association.

6.15 Action by Board without a Meeting. Any action required or which may be taken at a meeting of the Board, or of a committee of the Board, may be taken without a meeting if a consent in the form of a Record, setting forth the action to be taken, must be Executed before the action by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

6.16 Action of Board by Communications Equipment. Any action required or which may be taken at a meeting of the Board, or of a committee of the Board, may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE 7 OFFICERS

7.1 Designations. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, who shall be appointed or elected by the Board. The Board may also from time to time appoint or elect an Assistant Secretary and an Assistant Treasurer. The officers shall be appointed or elected for a term of one year by the Board at its first meeting after the annual meeting of members, and shall hold office until their successors are elected and qualify. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President and Vice President shall be selected from among the members of the Board. The Secretary and the Treasurer shall be Owners but need not be members of the Board.

7.2 President. The President shall preside at all meetings of members and of the Board, shall have general supervision of the affairs of the Association, and shall perform all other duties incident to the office or properly required by the Board.

7.3 Vice-President. During the absence or disability of the President, the Vice-President shall exercise all the functions of the President. The Vice-President shall have the powers and discharge the duties assigned from time to time by the Board.

7.4 Secretary. The Secretary shall issue notices for all meetings, except for notices for special meetings of the members and special meetings of the Board which are called by the requisite number of members or directors, shall keep minutes of all meetings, shall have charge of the corporate books and records, including all correspondence, and excluding only those records required to be kept by the Treasurer, and shall make all reports and perform all other duties normally incident to the office, or properly required by the Board. An Assistant Secretary, if any, shall perform all of the duties of the Secretary during the absence or disability of the Secretary, and at other times may perform any duties directed by the Board.

7.5 Treasurer. The Treasurer shall have the custody of moneys and securities of the Association and shall keep regular books of account. The Treasurer shall disburse the funds of the Association in payment of the just demands against the Association or as ordered by the Board, taking proper vouchers for all disbursements, and shall render to the Board from time to time as required, an account of all his or her transactions as Treasurer and of the financial condition of the Association. All financial records and statements of the Association shall be kept and prepared in accordance with generally accepted accounting principles as required by the Act. The Treasurer shall not destroy or discard any records in his or her custody or control without the prior approval of the Board. The Treasurer shall perform all other duties normally incident to the office or that are properly required by the Board. An Assistant Treasurer, if any, shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer, and at other times may perform any other duties directed by the Board.

7.6 Delegation. In the case of absence or inability to act of any officer of the Association and of any person authorized in the Bylaws to act in his or her place, the Board may from time to time delegate the powers or duties of that officer to any other officer or any director or other person whom it may select.

7.7 Vacancies. Vacancies in any office arising from any cause may be filled by the Board at any regular or special meeting of the Board.

7.8 Other Officers. The Board may appoint any other officers and agents as it may deem necessary or expedient, who shall hold their offices for the terms and shall exercise the powers and perform the duties determined from time to time by the Board.

7.9 Compensation. Subject to Section 6.14, the Board may authorize the payment of reasonable compensation to any officer who performs substantial services for the Association.

7.10 Term - Removal. The officers of the Association shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

7.11 Fidelity Insurance. The Board may, by resolution, require that fidelity or employee dishonesty insurance coverage be purchased, at the expense of the Association, for any or all of the officers for the benefit of the Association.

ARTICLE 8 FINANCE - HANDLING OF FUNDS

8.1 Depositories. The monies of the Association must be deposited in the name of the Association in federally insured depositories designated by the Board, and must be drawn out only by check or other order for payment of money signed by the persons and in the manner determined by resolution of the Board. The Treasurer shall deposit all funds of the Association to the account of the Association promptly, and in all events within ten (10) business days of the receipt of thereof.

8.2 Accounts. The Association must maintain separate accounts for current operations and for reserves for major repairs or replacement of capital items, to properly provide for the operation and maintenance of the Condominium, as required by the Governing Documents. The funds of the Association must not be commingled with the funds of any other Association, nor with the funds of any Managing Agent of the Association or any other person responsible for the custody of such funds. Subject to the direction of the Board, overall management of these accounts and the funds in the accounts shall be the responsibility of the Treasurer. The Treasurer shall be authorized by resolution of the Board to open those accounts and adopt any procedures the Board deems advisable to properly secure the accounts and funds of the Association. The account required under Section 8.3 of the Bylaws and all other reserve accounts of the Association must be maintained in segregated bank accounts. Any transaction involving funds in a reserve account, including the issuance of checks, must require the signature of two (2) officers or directors of the Association.

8.3 Reserve Account. The Treasurer must establish an interest-bearing savings account or certificate of deposit in a commercial bank, a savings bank or savings and loan association, or in a U.S. Treasury money market account, to be known as the Reserve Account. The purpose of the Reserve Account is to provide for major renovations of interior and exterior Common Elements, for replacement of structural elements and mechanical equipment of the Condominium, for financial stability during periods of special stress, and to meet deficiencies in the general funds that may occur from time to time as a result of delinquent payment of assessments, and for other contingencies. A portion of the monthly

assessments, chargeable to the Unit Owners must be allocated to the Reserve Account. The amount of the allocations shall be determined in the discretion of the Board, and may be adjusted from time to time by the Board.

8.4 General Account. The Treasurer must establish a checking account in a commercial bank to be known as the General Account. This account will be the working capital account for the current operations of the Condominium and will normally receive all monthly assessments, and all income and other funds received by the Association. Checks shall be issued from this account for all management, maintenance, and operation expenditures necessary for the Condominium. Funds for the Reserve Account will normally be received and deposited in the General Account and checks issued to the other accounts regularly so that an overall accounting of the funds received and disbursed by the Association is centralized in the check register of the General Account.

8.5 Records - Financial Reports. Complete and accurate books and records of the receipts and expenditures of the Association must be kept in accordance with generally accepted accounting principles, and annual financial statements prepared in accordance with generally accepted accounting principles. The Board must cause the annual financial statements of the Association for each year to be prepared in accordance with generally acceptable accounting principles. As soon as reasonably practical after the close of the fiscal year, the annual financial statements of the Association must be audited by an independent certified public accountant unless the audit for a particular year has been waived by the Owners in accordance with applicable law. The Board at any time may require that an additional audit of the Association books and financial statements be made for that fiscal year and presented at a special meeting of the Owners. The Board must provide a copy of the audited financial statement to each Owner upon issuance by the auditor and must provide a copy of the audited financial statement upon written request of any Eligible Mortgagee, Eligible Insurer or Eligible Guarantor. A Unit Owner, Eligible Mortgagee, Eligible Insurer or Eligible Guarantor, at his, her or its own expense, may at any reasonable time cause an additional audit of the books and financial statements of the Association to be made. In addition to the annual financial statements, a balance sheet and revenue and expense statement of the Association, prepared on an accrual basis, must be prepared at least quarterly, and distributed to any Owner on request. The books and records of the Association shall be maintained by the Treasurer in the location designated by the Board. Except as otherwise protected from disclosure by applicable law, all books and records must be available for inspection by the Owners and Lenders as provided in the Declaration. They must further be available for inspection by any member of the Board within forty-eight (48) hours of written demand by that Board member.

ARTICLE 9 ORAL, WRITTEN AND ELECTRONIC NOTICE

9.1 Terms used in these Bylaws shall be as defined in the Washington Nonprofit Corporations Act ("WNCA").

9.2 Oral notice may be communicated in person or by telephone, wire or wireless equipment that does not transmit a facsimile of the notice. Oral notice is effective when communicated if communicated in a comprehensible manner.

9.3 Written notice may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice and provides the transmitter with an electronically generated receipt. Written notice is effective at the earliest of the following: (a) when received; (b) when deposited in the U.S. mail at Seattle, Washington if mailed with first-class postage, to the address as it appears on the current records of the Association; (c) when dispatched, if prepaid, by private courier. The address for purposes of notice to an Owner must be designated or changed as provided in Section 4.6 of the Bylaws. Notice to be given to the Board may be

given to the President or Secretary of the Board at that person's Registered Address, or at the principal address of the Association.

9.4 Notices to directors and Owners from the Association and from directors and Owners to the Association may be provided in an Electronic Transmission which contains or is accompanied by information from which it can be reasonably verified that the transmission was authorized by the director, the Owner or by the Owner's attorney-in-fact. Subject to contrary provisions in the WNCA, notice to Owners or directors in an Electronic Transmission shall be effective only with respect to Owners and directors that have consented, in the form of a Record, to receive Electronically Transmitted notices and that have designated in the consent the address, location, or system to which these notices may be Electronically Transmitted and with respect to a notice that otherwise complies with any other requirements of the WNCA and any applicable federal law. An Owner or director who has consented to receipt of Electronically Transmitted notices may revoke this consent by delivering a revocation to the Association in the form of a Record. The consent of any Owner or director is revoked if (a) the Association is unable to electronically transmit two (2) consecutive notices given by the Association in accordance with the consent, and (b) this inability becomes known to the Secretary, the Managing Agent, or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

ARTICLE 10 INDEMNIFICATION

10.1 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, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the 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, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section. The Association shall not indemnify a person under this Section: (a) in connection with a proceeding by or in the right of the Association in which the person was adjudged liable to the Association; or (b) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the person's official capacity, in which the person was adjudged liable on the basis that personal benefit was improperly received by the person. Indemnification permitted under this Section in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

10.2 The Association shall indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit 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 and except that no indemnification shall be made in respect to any claim, issue or matter as to which that person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the

Association unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is firmly, equitably and reasonably entitled to indemnity for those expenses which the court shall deem proper.

10.3 To the extent that a director, trustee, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.1 or 10.2, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with that action, suit or proceeding.

10.4 Any indemnification under Sections 10.1 or 10.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, trustee, officer, employee or agent is proper in the circumstances because he or she had met the applicable standard of conduct set forth in Sections 10.1 or 10.2. The determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or (b) if that quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of a Majority of Unit Owners.

10.5 Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in final disposition of an action, suit or proceeding as authorized in the manner provided in Section 10.4 upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay that amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

10.6 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding that office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of that person.

10.7 The Board may, by majority vote, cause the Association to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, trustee, employee or agent of another association, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any capacity, or arising out of his or her status as such, whether or not the Association shall have indemnified him or her against that liability under the provisions of this Article.

ARTICLE 11 ADOPTION AND AMENDMENT OF BYLAWS

Bylaws for the administration of the Association and the Condominium, and for other purposes not inconsistent with the Act or with the intent of the Declaration, must be adopted by the Association by the affirmative vote of a Majority of Unit Owners at a regular or special meeting of the membership, or by Ballots Executed by a Majority of Unit Owners in any vote conducted by mail or Electronic Transmission in the manner set forth in Section 5.12. A Bylaw for adoption by the Owners may be proposed (a) by the Board; (b) by request Executed by Thirty Percent (30%) of the Unit Owners; or (c) by inclusion by the requisite number of Owners in a request for a special Owners' meeting. Notice of the time, place and purpose of the meeting must be Delivered to each Unit Owner at least ten (10) days prior

to the meeting, and notice of any vote by mail or Electronic Transmission, must be given to each Unit Owner at least twenty (20) days prior to the date set for counting of Votes. Notice must include the text of the proposed Bylaws. The requirement that the text of the proposed Bylaws be included with the notice shall preclude the adoption of Bylaws language which has been amended by the Owners at the meeting without further notice to all of the Owners. Amendments to the Bylaws may likewise be adopted by the affirmative vote of a Majority of Unit Owners at a regular or special meeting similarly called or by Ballots Executed by a Majority of Unit Owners in any vote conducted by mail or Electronic Transmission in the manner set forth in Section 5.12. To the extent that the Bylaws are inconsistent with the Declaration, the Declaration shall control.

ARTICLE 12 RULES AND REGULATIONS

12.1 Adoption of Rules and Regulations.

Either (a) the Board at a duly called regular or special Board meeting or by unanimous written consent, or (b) the Association membership by the affirmative vote of a Majority of Unit Owners, at a duly called regular or special membership meeting or by Ballots Executed by a Majority of Unit Owners in any vote conducted by mail or Electronic Transmission in the manner set forth in Section 5.12, may from time to time adopt reasonable Rules and Regulations necessary or desirable to insure compliance with or supplement the covenants, conditions and restrictions of the Declaration, or to regulate the use, occupancy and maintenance of the Units, and Common Elements for the common good of the Unit Owners. A Rule may be proposed for adoption by the Owners: (a) by the Board; (b) by written request signed by thirty percent (30%) of the Owners; or (c) by inclusion by the requisite number of Owners in the request for a special Owners' meeting. If the Rule is being proposed for adoption by the Owners, the text of the proposed Rule shall be included in the notice of the meeting or notice of the vote conducted in the manner set forth in Section 5.12. When adopted, the Rules and Regulations shall be binding upon all Unit Owners and Occupants of the Condominium.

12.2 Amendment of Rules and Regulations.

The Board or Unit Owners may from time to time amend any Rules and Regulations in the same manner as is provided for adoption; provided, however, that the Board shall not have the power: (a) to amend any Rule or Regulation adopted by the membership in a manner inconsistent with the action of the membership; or (b) to adopt any Rule or Regulation which has been defeated by the vote of a Majority of Unit Owners; or (c) to adopt any Rule or Regulation which is inconsistent with a Rule or Regulation adopted by a Majority of Unit Owners. The Association, by vote of a Majority of Unit Owners, shall have the power to amend or repeal any Rule or Regulation adopted by the Board.

12.3 Distribution of Rules and Regulations.

The Rules and Regulations shall be stated in writing and shall be provided by the Secretary to each Unit Owner, Tenant, Occupant, or other party having a legitimate interest in the Rules and Regulations, upon request to the Secretary of the Association.

ARTICLE 13 RULES ENFORCEMENT PROCEDURES

13.1 Board of Directors to Designate Hearing Board.

13.1.1 Composition. The Hearing Board shall be comprised of three (3) members of the Board of the Association, designated by the Board at its annual meeting. In addition, two (2) alternates shall be selected from among the members of the Board or the Association by the Board each

year to serve on the Hearing Board in the event of the temporary absence or disqualification of a member of the Hearing Board.

13.1.2 Temporary Hearing Board. By a majority vote of the entire Board, the Board may decide to have a complaint pursuant to this Article heard by a Temporary Hearing Board. The Temporary Hearing Board may be composed of three Owners designated by the Board. The Temporary Hearing Board may be comprised of such members of the Board, alternate members of the Hearing Board, and/or other persons designated by the Board. In the alternative, in the discretion of the Board, the Temporary Hearing Board may be comprised of an outside arbitrator designated in accordance with the real estate arbitration rules of the American Arbitration Association. For all purposes, the powers and the duties of a Temporary Hearing Board shall be identical to those of the Hearing Board in connection with any matter referred to it by the Board.

13.1.3 Temporary Absence of Members. If any member is or expects to be temporarily unable to carry out the responsibilities of his or her office for a period of thirty (30) days or longer, that member shall notify the Chairperson who may request an alternate to serve in his or her stead during the period of the absence. The Chairperson shall also appoint an alternate to participate in the proceedings of the Hearing Board in the stead of a member when a member disqualifies himself or herself on a particular matter. To the extent practicable, the Chairperson shall vary between the alternates in assigning them to participation in the place of a member.

13.1.4 Authority. The Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Unit Owner or occupant, or by the Association, of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The Hearing Board is further authorized and empowered to impose a fine as provided in Sub-Paragraph 13.3.5.3 of the Bylaws in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents, and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter.

13.1.5 Officers. The Hearing Board shall select from among its members a Chairperson of the Hearing Board and a Secretary of the Hearing Board. In the event that either the Chairperson or Secretary of the Hearing Board is replaced by an alternate as provided in Paragraph 13.1.3, or a Temporary Hearing Board is designated as provided in Paragraph 13.1.2, the members of the Hearing Board shall elect a Chairperson Pro Tem and/or Secretary Pro Tem as the case may be.

13.2 Pre-Hearing Procedure.

13.2.1 Informal Dispute Resolution Procedure. It is the intent that an informal process be followed prior to the initiation of a formal hearing process against an Owner or other occupant of a Unit. To that end, any member, employee or agent of the Association has the authority to request that a member or occupant of any Unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The informal request must be made, either verbally or in writing, prior to initiation of the formal hearing process.

13.2.2 Written Complaint. If the dispute or violation is not resolved informally as provided for under Paragraph 13.2.1, the formal hearing process may be initiated by filing a written complaint with the Secretary of the Hearing Board. The complaint may be filed by any Unit Owner or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to in the Bylaws as the "Complainant"). The complaint must be signed by the Complainant and

must contain a written statement of the charges setting forth in ordinary language the acts or omissions with which the alleged violator (referred to in the Bylaws as the "Respondent") is charged. In order to allow the Respondent to prepare a defense, the complaint must identify the specific provisions of the Governing Documents or decision of the Board which the Respondent is alleged to have violated. The written complaint must state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc., so that the complaint may be investigated by the Hearing Board. The complaint must also set forth the efforts which were made to resolve the matter informally as provided in Paragraph 13.2.1. Upon receipt of the written complaint, the Secretary of the Hearing Board shall assign a number to the complaint and shall note on the first page of the complaint that number and the time and date of receipt.

13.2.3 Mediation. At the request of either party, with notice to the Association, made not later than seven (7) days after the service of the Complaint and Notice, the parties agree to submit the dispute to non-binding mediation before the Dispute Resolution Center of King County. The procedures of this Article 13 shall be stayed pending notice of the outcome of the mediation process.

13.2.4 Service of Complaint and Notice. Within five (5) days of receipt of the complaint, the Secretary of the Hearing Board shall cause it, together with a notice in the form specified in Paragraph 13.2.5 and a copy of the Bylaws provisions pertaining to Rules Enforcement Procedures, to be served upon the Respondent, at the Respondent's Registered Address if an Owner, and at the Unit address if a non-Owner occupant. If the party who is the subject of a complaint is a Tenant or other non-Owner Occupant of a Unit, the Owner of the Unit in which that Respondent lives shall also be named as a Respondent under the complaint. Service of the complaint and notice shall be by leaving same with the Respondent personally, by leaving same with a person of suitable age and discretion at the Respondent's residence or by first class mail. In the event that service is by personal service, the Secretary of the Hearing Board or other person accomplishing same shall file an affidavit with the Secretary of the Hearing Board stating the person served and the time and place at which service was had. In the event that service is by mail, the Secretary of the Hearing Board shall prepare an affidavit stating that the time and place at which the complaint and notice was deposited in the United States mail with first class postage prepaid and further stating the person and place to which same was addressed. Service by mail shall be deemed to have been made three (3) days after mailing. No order adversely affecting the rights of the Respondent shall be made in any case unless the Respondent shall have been served as provided for in the Bylaws. Service upon the Association shall be made by service upon the Secretary or President of the Association.

13.2.5 Notice of Respondent's Rights and Hearing. The Secretary of the Hearing Board shall, at least fifteen (15) days prior to the hearing, serve upon the Respondent and Complainant in the manner provided for in Paragraph 13.2.4 a Notice of Respondent's Rights and Hearing, which shall be in substantially the form contained in Appendix A but may contain additional information.

13.2.6 Rescheduled Hearing. If the Complainant or Respondent can show good cause why they cannot attend the hearing, they must notify the Secretary of the Hearing Board at least 48 hours prior to the originally scheduled hearing except in cases of unexpected emergency. The Hearing Board may in its discretion reschedule the hearing for good cause shown.

13.2.7 Objections to Complaint. Any objection to the complaint on the grounds that the Hearing Board has no jurisdiction over the acts or omissions alleged in the complaint or that the complaint is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare his or her defense must be presented to the Hearing Board in writing within seven (7) days of the date on which the complaint is served on the Respondent. The Respondent shall also serve a copy of the objections on the Complainant within that time period. If the Hearing Board determines, either as a

result of an objection or on its own initiative, that the complaint is insufficient, the complaint will be returned to the Complainant with a letter stating the reason for the rejection.

13.2.8 Amended Complaint. Not later than seven (7) days prior to the date set for the hearing, the Complainant may file an amended or supplemental complaint with the Secretary of the Hearing Board, who shall cause a copy of the amended or supplemental complaint to be served upon the Respondent in the manner required in Paragraph 13.2.4 not later than 72 hours prior to the time set for hearing.

13.2.9 Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Hearing Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party, and rendering a decision in the matter. Upon failure of the Complainant to appear, the Hearing Board may, in its discretion, terminate the matter.

13.2.10 Discovery. Either party is entitled to:

13.2.10.1 Obtain by written request the names and addresses of the witnesses to the extent known to the other party within 72 hours of the request to the other party, and

13.2.10.2 Inspect and make a copy of any statements, writings or investigative reports relative to the subject matter of the hearing. No witnesses will be allowed to testify except those who have been disclosed to both parties where a request has been made as provided in Sub-Paragraph 13.2.10.1 unless the opposing party waives objection to the witness during the hearing.

Nothing in this Paragraph 13.2.10 shall authorize the inspection or copying of any writings or other thing which is privileged from disclosure by law or protected as attorney's work product. Any party claiming his or her request of discovery has not been complied with shall submit a written statement of the facts and circumstances to the Hearing Board. The Hearing Board shall make a determination and issue a written order setting forth the materials or parts of the materials to which the petitioner is entitled and the sanctions to be imposed on non-compliance with the order.

13.2.11 Impartiality. It shall be the duty of each member of the Hearing Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the matter before the Hearing Board. Any member incapable of objective and impartial consideration of the case must disclose that to the Hearing Board and must disqualify and remove himself or herself from participation in the consideration of the proceedings, and have it so recorded in the minutes of the Hearing Board. In that event the Chairperson shall designate an alternate to serve in the withdrawing member's stead as provided in Paragraph 13.1.3.

13.2.12 Challenge to Impartiality. Either party may challenge any member of the Hearing Board for cause where a fair and impartial hearing cannot be afforded; provided that the challenge must be made before the issuance of any order or the taking of any evidence or testimony in the proceeding. In the event of a challenge, the Board shall meet to determine its sufficiency. If a majority of the Board sustains the challenge, the Board shall appoint an alternate to serve in connection with the matter. If the Board is unable to appoint a designated alternate to fill the vacancy, the Board shall appoint another member of the Association to serve on the Hearing Board in the particular case in which the challenge arose. All decisions of the Board shall be final.

13.3 Hearing Procedure.

13.3.1 Conduct of Hearing. The hearing shall be heard by the members and/or alternates of the Hearing Board. The Respondent shall appear in person or by a duly authorized representative if the Respondent submits to the Secretary of the Hearing Board the written authority of the representative to appear on his or her behalf. The Chairperson, or in his or her absence the Chairperson Pro Tem, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the Chairperson shall explain the rules and procedures by which the hearing is to be conducted.

13.3.2 Order of Proceedings. The order of proceedings shall be as follows:

13.3.2.1 Each party to the proceeding is entitled to make an opening statement setting forth their version of the case, starting with the Complainant.

13.3.2.2 Each party, starting with the Complainant, is entitled to produce evidence, witnesses and testimony, subject to Paragraph 13.2.10, above. The other parties are entitled to cross-examine any witnesses and the opposing party.

13.3.2.3 Each party, starting with the Respondent, is entitled to make a closing statement. The Respondent is entitled to make a final statement in rebuttal following the Complainant's closing statement.

13.3.2.4 Any member of the Hearing Board may question any party or witness. The Hearing Board members may, on their own motion, call witnesses or secure tangible evidence. A party may within a reasonable time prior to the hearing date request the Hearing Board to call witnesses or secure tangible evidence. The request may be granted in the discretion of the Hearing Board.

13.3.2.5 At the request of the Respondent the Hearing Board may decide, in its discretion, to conduct the hearing in executive session.

13.3.2.6 Each party has the right to representation by counsel at his or her own expense.

13.3.2.7 Either party or the Hearing Board may cause the hearing to be transcribed at his, her or their own expense.

13.3.2.8 The Hearing Board may expel any person from any hearing for improper, disorderly or contemptuous conduct.

13.3.3 Rules of Evidence. The following rules of evidence shall apply to proceeding before the Hearing Board:

13.3.3.1 Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law. The Chairperson may exclude irrelevant, immaterial or unduly repetitious evidence.

13.3.3.2 At the request of any party to the proceeding, made in writing delivered to the Secretary of the Hearing Board at least five (5) days prior to the date of the hearing, or at the direction of the Chairperson, oral evidence shall be taken on

an oath or affirmation administered by a Notary Public or other official authorized by the State of Washington to administer oaths.

13.3.4 Assurance of Voluntary Compliance. The Hearing Board in its discretion, in lieu of or in addition to calling the hearing, may accept an Assurance of Voluntary Compliance from any Respondent. Giving an Assurance does not constitute an admission that a violation of any provision of the Governing Documents or of any decision of the Board pursuant to the Governing Documents has taken place. The Assurance may include a stipulation for payment of damages, costs or attorney's fees by Respondent to the Complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the Respondent is in compliance with the Assurance. The Hearing Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the Respondent violates the terms of that Assurance.

13.3.5 Decision and Order.

13.3.5.1 As soon as possible after all testimony and documentary or physical evidence has been presented to the Hearing Board, but in no case more than ten (10) days after the close of the hearing, the Hearing Board shall meet in executive session to deliberate and reach a decision. A majority of the Hearing Board shall be controlling. The decision of the Hearing Board shall be in writing, and shall summarize the evidence presented to and considered by the Hearing Board, shall state the facts upon which the Hearing Board has based its decision and shall contain a finding as to whether or not the Respondent has violated the Governing Documents or a decision of the Board made as provided in the Governing Documents. The decision of the Hearing Board must be based on substantial evidence which shall be set forth in the decision.

13.3.5.2 Upon a decision that a violation has occurred, the Hearing Board may order that the Respondent must do or refrain from doing any act necessary to cause the Respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Hearing Board shall become effective ten (10) days after it is served on the Respondent in the manner provided for in Paragraph 13.2.4 of the Bylaws unless the Hearing Board otherwise provides in its order.

13.3.5.3 The Hearing Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the Respondent does not comply with the order of the Hearing Board, including the payment of the fine, within the allotted time. The Hearing Board may also provide in its order that the non-prevailing party must reimburse the Association for its costs, including reasonable attorney's fees, incurred in connection with the proceeding. Any fine or charge so imposed by the Hearing Board shall be the personal obligation of the person against whom it is imposed, shall constitute an Assessment secured by a lien upon the Unit owned or occupied by that person, and may be collected as an Assessment in the manner provided in Article 12 of the Declaration.

13.3.5.4 The decision of the Hearing Board, including a minority opinion if any, must be served on each party to the matter forthwith in the manner provided for in

Paragraph 13.2.4 of the Bylaws. A copy of the decision and order must be Delivered to the Secretary of the Association and must be included in the books of the Association.


13.3.6 Judicial Enforcement. Failure to comply with a provision of the Governing Documents, with a Board Decision, or with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board) on behalf of the Owners. Such failure shall further be sufficient grounds for the issuance of injunctive relief in such an action. Nothing contained in the Bylaws shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Paragraph without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an aggrieved Owner on his or her own may maintain an action for damages or injunctive relief, or both, against the party (including an Owner or the Association) failing to comply. In any action brought by the Association or by an Owner as provided in this Paragraph, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law.

CERTIFICATE OF ADOPTION

The undersigned president and secretary of Lakeside Village Homeowners' Association certify that the foregoing Amendment to Bylaws was duly adopted in accordance with the procedures provided in Article VI of the Bylaws, by the affirmative vote of not less than a Majority of the Votes in the Association, voting in person or by proxy, at a meeting of the Association duly held on the 25th day of April, 2024³ for the purpose of amending the Bylaws.

DATED this 25th day of June, 2024.

LAKESIDE VILLAGE HOMEOWNERS' ASSOCIATION

By: 
President
DEBRA M KRAFT

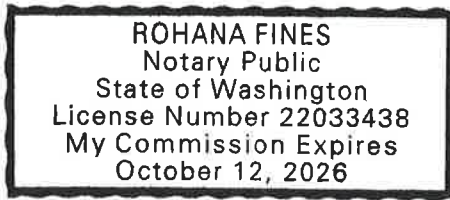
ATTEST: The above amendment was properly adopted.

By: 
Secretary
Cody Michelle Kerrington

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 25th day of June, 2024, personally appeared before me, Debra H. Kraft, to me known to be the President of Lakeside Village Homeowners' Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 25th day of June, 2024.



Rohana Fines [Signed]

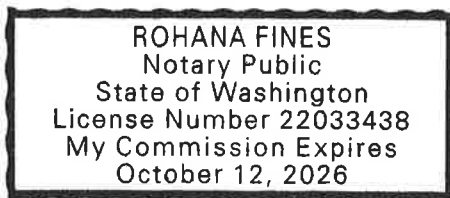
Rohana Fines [Print Name]

Notary Public in and for the State of
Washington, residing at Seattle, WA
My commission expires: 10/12/26

STATE OF WA)
) ss.
COUNTY OF King)

On this 25th day of June, 2024, personally appeared before me, Cody Herrington, to me known to be the Secretary of Lakeside Village Homeowners' Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 25th day of June, 2024.



Rohana Fines [Signed]

Rohana Fines [Print Name]

Notary Public in and for the State of
Washington, residing at Seattle, WA
My commission expires: 10/12/26

APPENDIX A TO BYLAWS

**NOTICE OF RESPONDENT'S RIGHTS AND HEARING
BEFORE LAKESIDE VILLAGE CONDOMINIUM
OWNERS ASSOCIATION
HEARING BOARD**

RESPONDENT: _____

COMPLAINANT: _____

CASE NUMBER: _____

The above-named parties are hereby notified that a hearing will be conducted before the Hearing Board at _____ on the _____ day of _____, 20____ at the hour of _____ .m. upon the charges made by Complainant in the complaint attached to this Notice. If you are not present at the hearing a decision may be rendered against you. You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party. You are entitled to determine the identity of witnesses to be presented by the other party and to examine relevant records by applying to the Hearing Board.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they shall petition the Hearing Board at least forty eight (48) hours prior to the scheduled hearing date. Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per Paragraph 13.2.9 of the Bylaws Article on Rules Enforcement Procedures, a copy of which is enclosed with this Notice, and the Hearing Board shall proceed with the hearing.

The Respondent has the right to object to the complaint on the ground that it does not state acts or omissions upon which the Hearing Board may proceed and has the right to object to the form of the complaint on the ground that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare a defense.

Any objection to the form or substance of the complaint must be received by the Hearing Board within ten (10) days of the date on which the complaint is served on the Respondent.

The Respondent may also admit to the complaint in whole or in part. In that event, the Hearing Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose penalty, if any.

DATED this _____ day of _____, 20_____.

Secretary of the Hearing Board