

**BYLAWS
OF
Island Private Meadows Owners Association**

Table of Contents

	Page
ARTICLE 1. GENERAL ASSOCIATION INFORMATION	1
1.1. Name	1
1.2. Principal Office	1
1.3. Definitions	1
1.4. Washington Uniform Common Interest Ownership Act	1
ARTICLE 2. MEMBERSHIP; VOTING; REGISTER	1f
2.1. Membership	1
2.2. Number of Votes	1
2.3. Voting by Multiple Owners	1
2.4. Voting Representative	2
2.5. Voting by Proxy; Pledged Votes to Mortgagee	2
2.6. Voting by Absentee Ballot	2
2.7. Persons Under Disability	2
2.8. Register of Members	2
ARTICLE 3. MEETINGS OF MEMBERS	3
3.1. Place	3
3.2. Annual Meeting	3
3.3. Budget Meeting	3
3.4. Special Meetings	3
3.5. Notice of Meetings	3
3.6. Quorum	4
3.7. Adjournment of Meetings	4
3.8. Majority Vote	4
3.9. Written Mail and Electronic Ballots	4
3.10. Order of Business	5
3.11. Parliamentary Authority	5
3.12. Opportunity to Comment	5
3.13. Participation by Conferencing Process	5
ARTICLE 4. BOARD OF DIRECTORS	6
4.1. Number, Term, and Qualifications	6
4.2. Powers and Duties	6
4.3. Vacancies	6
4.4. Removal of Directors and Officers	6

4.5.	Compensation	7
4.6.	Standard of Care	7
ARTICLE 5. Meetings of the Board.....		7
5.1.	Organizational Meeting	7
5.2.	Regular Meetings	7
5.3.	Special Board Meetings	7
5.4.	Waiver of Notice.....	7
5.5.	Quorum	8
5.6.	Open Meetings	8
5.7.	Presumption of Assent	8
5.8.	Action by Directors Without a Meeting.....	8
5.9.	Telephonic Participation in Meetings	8
ARTICLE 6. OFFICERS		9
6.1.	Designation	9
6.2.	Election of Officers.....	9
6.3.	Removal of Officers.....	9
6.4.	President.....	9
6.5.	Vice President	9
6.6.	Secretary	9
6.7.	Treasurer	10
6.8.	Other Officers and Employees	10
6.9.	Agreements, Contracts, Deeds, Leases, Checks, etc.....	10
6.10.	Compensation	10
ARTICLE 7. COMMITTEES.....		10
ARTICLE 8. HANDLING OF FUNDS		10
8.1.	Accounts	10
8.2.	Operating Fund	10
8.3.	Reserve Funds.....	11
8.4.	Combination and Deposit or Investment of Funds	11
8.5.	Reconciliation of Actual Expenses to Assessments.....	11
ARTICLE 9. Miscellaneous.....		11
9.1.	Books and Records	11
9.2.	Notices	11
9.3.	Amendment.....	13

**BYLAWS
OF
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**ARTICLE 1.
GENERAL ASSOCIATION INFORMATION**

1.1. Name. The name of the corporation is Island Private Meadows Owners Association (the “*Association*”).

1.2. Principal Office. The principal office of the Association shall be located in King County, Washington. The Association may have such other offices, either within or outside Washington, as the Board of Directors may determine or as the Association’s affairs may require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Covenant to Share Utility Costs recorded in the public records of King County, Washington (the “*Covenant*”), unless the context indicates otherwise.

1.4. Washington Uniform Common Interest Ownership Act. This Association is formed as a nonprofit corporation under the Washington Nonprofit Corporation Act (Ch. 24.03A RCW) and the Washington Uniform Common Interest Ownership Act (Ch. 64.90 RCW) (“*WUCIOA*”); provided, however, only RCW 64.90.020, 64.90.025, and 64.90.030 apply.

**ARTICLE 2.
MEMBERSHIP; VOTING; REGISTER**

2.1. Membership. The owners of Lots in the Property (“*Owners*”) shall constitute the Association. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Association. Each Owner (including Declarant) shall be a member of the Association, as set forth in the Covenant. Owners of a Lot as joint tenants, tenants in common, Property, or other ownership involving more than one Owner, shall be joint members of the Association, but the total of their vote shall not exceed the voting power allocated to the Lots owned.

2.2. Number of Votes. Each Lot shall have one vote in the Association.

2.3. Voting by Multiple Owners. If only one of the multiple Owners of a Lot is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that Lot. If more than one of the multiple Owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple

Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

2.4. Voting Representative. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Lot, except in cases in which the person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact of Owner under a durable power of attorney, or the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital Property.

2.5. Voting by Proxy; Pledged Votes to Mortgagee. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of a Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. A Lot Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates 11 months after its date of issuance. An Owner may, but shall not be obligated to, pledge his or her vote on all issues or on specific issues to a Mortgagee. If an Owner is in default under a first Mortgage on the Lot for one year or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

2.6. Voting by Absentee Ballot. Votes allocated to a Lot may be cast pursuant to an absentee ballot duly executed by an Owner if: (a) the name of each candidate and the text of each proposal to be voted upon are set forth in a writing accompanying or contained in the notice of meeting; and (b) a ballot is provided by the Association for such purpose. The Association must be able to verify that the ballot is cast by the Owner having the right to do so.

2.7. Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified, and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of the minor's estate, through a parent having custody of the minor.

2.8. Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Persons who

purchase an interest in a Lot shall promptly inform the Board of their interest. Persons who claim to be members of the Association shall, upon request, furnish the Board with copies of any documents under which they assert ownership of a Lot or any interest therein, and any Mortgages thereon.

ARTICLE 3. MEETINGS OF MEMBERS

3.1. Place. Meetings of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.

3.2. Annual Meeting. The annual meeting of the Association shall be held in the first quarter of each fiscal year on a date fixed by the Board. At such annual meeting the Owners shall elect or appoint members to the Board or fill vacancies therein, and transact such other business as shall properly come before the meeting.

3.3. Budget Meeting. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a copy of the budget to all of the members and set a date for a meeting of the members to consider ratification of the budget. Unless at the meeting members holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice for the meeting is not given, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

3.4. Special Meetings. A special meeting of the Association may be called by the President, by a majority of the Board or upon the written request of a majority of the Board, or upon the written request of Owners having not less than 50% of the votes in the Association. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by each of the Owners present either in person or by proxy.

3.5. Notice of Meetings. Written or printed notice stating the time, date, and place of any meeting of the members shall be delivered in accordance with Section 9.2 to each member of the Association and to each Eligible Mortgagee, if required by the Covenant, not less than 14 nor more than 50 days before the date of such meeting. The notice shall also state the items on the agenda, including (a) the text of any proposed amendment to the Covenant or Bylaws, (b) changes in the previously approved budget that result in a change in Assessment obligations, and (c) any proposal to remove a director or officer. The minimum time to provide notice may be reduced or waived for a meeting called to deal with an emergency. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by such member of timely and adequate notice unless the member expressly challenges the notice when the meeting begins.

3.6. Quorum. A quorum is present at any meeting of the members of the Association if persons entitled to cast 50% of the total voting power: (a) are present in person or by proxy at the beginning of the meeting; (b) have voted by absentee ballot; or (c) are present by a combination of (a) or (b).

3.7. Adjournment of Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

3.8. Majority Vote. Except as otherwise provided by the Covenant or these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present shall require the affirmative vote of more than 50% of the votes present.

3.9. Written Mail and Electronic Ballots. Any vote that may be taken at any annual or special meeting of the members may be taken without a meeting if the Board determines that the matter or matters shall be decided by written mail ballots or electronic ballots.

If the Board determines that the matter or matters shall be decided by written mail ballots, it shall deliver a written mail ballot to each member (provided that only one ballot shall be cast by Lots with multiple Owners) at the registered address of such member for receiving notices. The written mail ballot shall set forth each proposed action and provide an opportunity for the member to vote for, against, or abstain on each matter.

If the Board determines that the matter or matters shall be decided by electronic ballots, it shall make the ballots available to members electronically (provided that only one ballot shall be cast by Lots with multiple Owners); provided, however, that any member may request a written mail ballot in lieu of an electronic ballot for any specific matter or for all matters by notice to the Secretary. The method by which members may vote by electronic transmission shall be subject to such procedures as may be adopted by the Board from time to time. The electronic ballot shall set forth each proposed action and provide an opportunity for the member to vote for, against, or abstain on each matter.

All solicitations for votes by written mail ballot or electronic ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage of affirmative votes required to approve each matter, and specify the date and time by which the written mail ballot or electronic ballot must be received by the Association to be counted. A written mail ballot or electronic ballot may be revoked by a member at any time before the response deadline.

Approval of action by written mail ballot or electronic ballot shall be valid only when the number of ballots received satisfies the quorum requirement for a meeting of the members, and the number of affirmative votes cast by written mail ballot or electronic ballot meets or exceeds the number of votes required to approve the action if a vote had been held at a meeting of the Association. The results of each action taken by written mail ballot or electronic ballot shall be certified by the Secretary and shall be included in

the minutes of meetings of the members in the permanent records of the Association. Such action shall have the same force and effect as a vote of the members at a meeting. Within 10 days after receiving authorization for any action by written mail ballot or electronic ballot, the Secretary shall publish the results in a manner which fairly summarizes the material features of the authorized action.

3.10. Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with on motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspectors of election;
- (g) Election of directors (annual meeting or special meeting called for such purpose);
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

3.11. Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of *Robert's Rules of Order* or such other published code of parliamentary procedure as shall be approved by a majority at the meeting.

3.12. Opportunity to Comment. Members must be given a reasonable opportunity at any meeting of members to comment regarding any matter affecting the Property or the Association.

3.13. Participation by Conferencing Process. One or more members may participate in and vote during any regular or special meeting of the members by means of telephone, video, or other conferencing process if: (a) the meeting notice states the conference process to be used and provides information explaining how members may participate in the conference directly or by meeting at a central location or conference connection; and (b) the process provides all members the opportunity to hear or perceive the discussion and to comment as required under Section 3.12. Those members so participating shall be present at such meeting for purposes of quorum.

ARTICLE 4. BOARD OF DIRECTORS

4.1. Number, Term, and Qualifications. The affairs of the Association shall be initially governed by a Board of one director. Until the Transition Date, Declarant shall determine the number of directors to serve on the Board, and appoint and remove the directors pursuant to the Covenant, subject to the right of Owners to elect a director or directors, as provided in the Covenant. Directors appointed by Declarant need not be Owners.

Within 30 days after the Transition Date, Declarant or the Board must schedule the Transition Meeting, which is a special meeting of Owners to elect or appoint a Board of [Number] directors to serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Each Owner shall have the right to appoint one director at the special meeting and at each annual meeting thereafter. The normal term of office for directors will be one year and until their successors are elected and take office.

The directors appointed or elected by Owners after the Transition Date shall be members of the Association. Any of the following may be appointed or elected to the Board as a director if an entity is a member of the Association: any officer, director or employee of a corporation; any partner or employee of a partnership; any member or employee of a limited liability company; or any trustee or beneficiary of a trust.

Directors shall take office at the conclusion of the meeting at which they are appointed.

4.2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law, and may do all such acts and things as are not prohibited by law or by the Covenant required to be done in another manner.

4.3. Vacancies. Vacancies on the Board shall be filled by the member whose director vacated the Board, unless removed pursuant to Section 4.4. Each person so selected shall be a director until a successor is appointed at the next annual meeting of the Association to serve the balance of the unexpired term.

4.4. Removal of Directors and Officers. The Board may, without a member vote, remove from the board a director or officer elected by the members if (a) the director or officer is more than 60 days delinquent in the payment of Assessments and (b) the director or officer has not cured the delinquency within 30 days after receiving notice of the Board's intent to remove the director or officer. Unless provided otherwise by the Governing Documents, the Board may remove an officer elected by the Board at any time, with or without cause. The removal must be recorded in the minutes of the next Board meeting.

4.5. Compensation. No compensation shall be paid to directors for their services as directors.

4.6. Standard of Care. In the performance of their duties, the directors and officers of the Association must exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under the Washington Nonprofit Act (Ch. 24.03A RCW). More specifically, each officer and director shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the officer or director believes to be in the best interests of the Association.

ARTICLE 5. Meetings of the Board

5.1. Organizational Meeting. The first meeting of the newly elected Board shall be held immediately following the Transition Meeting, and no notice shall be necessary to the newly elected or appointed directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present at the meeting.

5.2. Regular Meetings. Regular Board meetings may be held at such time and place a majority of the directors shall determine, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of members. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

5.3. Special Board Meetings. Special Board meetings shall be held when called by written notice signed by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) facsimile; or (e) electronic transmission, if the director has consented, in the form of a record, to receive electronically transmitted notices in accordance with Washington law. All such notices shall be given at the director's telephone number, fax number, e-mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or electronic transmission shall be delivered or transmitted least 72 hours before the time set for the meeting.

5.4. Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by the director of timely and adequate notice unless he or she

expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

5.5. Quorum. At all meetings of the Board, a majority of the directors entitled to cast votes shall constitute a quorum for the transaction of business, and the majority of the directors present at a meeting at which a quorum is present shall be an act of the Board.

5.6. Open Meetings. Except to the extent allowed by RCW ch. 64.38 or any successor statute, all Board meetings shall be open to all Owners; but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, matters involving possible violations of the Governing Documents, or matters involving the possible liability of an Owner to the Association. The motion shall state specifically the purpose for the executive session. No motion, or other action adopted, passed, or agreed to in the executive session may become effective unless the Board, following the executive session, reconvenes in an open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. Notwithstanding the foregoing, the Board shall not be required to disclose any information in violation of applicable law or which is otherwise exempt from disclosure.

5.7. Presumption of Assent. A director of the Association present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent is entered in the minutes of the meeting or unless the director files a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or unless the director forwards such dissent by certified or registered mail to the Secretary of the Association immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

5.8. Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action to be taken is signed by each of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

5.9. Remote Participation in Meetings. Fewer than all the members of the Board or any committee designated by the Board may participate in a regular or special meeting by, or conduct a meeting through, the use of any means of communication by which all persons participating in the meeting can hear each other during the meeting. Participation in a meeting by these means shall constitute presence in person at such meeting.

ARTICLE 6. OFFICERS

6.1. Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board. The directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

6.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. They shall hold office at the pleasure of the Board.

6.3. Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

6.4. President. The President shall be the principal executive officer of the Association and, subject to the Board's authorization and control, shall supervise all of the business and affairs of the Association. When present, the President shall preside over all members' meetings and over all Board meetings. With the Secretary or other officer of the Association authorized by the Board, the President may prepare, execute, certify, and record amendments to the Association's governing documents, and sign deeds, easements, licenses, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6.5. Vice President. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

6.6. Secretary. The Secretary shall: (a) keep the minutes of members' and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Association; (d) keep a register of the post office address of each member as furnished to the Secretary by each member; (e) have general charge of the membership books of the Association; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

6.7. Treasurer. The Treasurer shall have primary responsibility for oversight of all financial matters for the Association, including preparation of the budget as provided for in the Covenant, preparing and delivering the annual financial report, and insuring that the financial records of the Association have been maintained properly and in accordance with good accounting practices. The Treasurer may delegate all or part of the preparation and notification duties to a finance committee, a management agent, or both.

6.8. Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Covenant, and these Bylaws.

6.9. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

6.10. Compensation. The Board may pay reasonable compensation to any officer or Owner who performs substantial services for the Property in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of it (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association, and such decision may be reversed by the members of the Association at a meeting duly called and held within 60 days after the notice of the decision was given.

ARTICLE 7. COMMITTEES

All committees of the Association must be appointed by the Board. Committees authorized to exercise any power reserved to the Board must include at least two Board members who have exclusive voting power for that committee. Committees that are not so composed may not exercise the authority of the Board and are advisory only. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Property.

ARTICLE 8. HANDLING OF FUNDS

8.1. Accounts. The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Property. Oversight of these funds shall be the responsibility of the Treasurer of the Association.

8.2. Operating Fund. The Association shall establish one or more checking accounts to be known as the "Operating Fund." The Operating Fund will be used for the normal operation of the Association and will receive all monthly Assessments for Common Expenses, first purchasers' initial contributions to the fund, and other monies received by the Association. Checks shall be issued from this account for all

management and operational expenditures necessary for the Property and maintenance expenses of a routine or minor nature that do not require resort to the Reserve Fund.

8.3. Reserve Funds. The Association may maintain a banking account known as the “Reserve Fund for Common Elements.” The Treasurer shall deposit or cause to be deposited into the Reserve Fund for Common Elements amounts reasonably anticipated to be required for the periodic maintenance, repair, and replacement of the Common Elements and Limited Common Elements as required by the Covenant to be performed by the Association.

8.4. Combination and Deposit or Investment of Funds. All funds of the Association shall be kept in accounts at a financial institution whose deposits are insured by the United States federal government. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any manager of the Association, or any other person, or be kept in any trust account or custodial account in the name of any trustee or custodian. The reserve funds may be combined in one or more savings accounts, certificates of deposit, or other accounts or deposits. Withdrawals of reserve funds from such account shall require the signature of at least two persons who are officers or directors of the Association.

8.5. Reconciliation of Actual Expenses to Assessments. The Association shall maintain accounts and records, and reconcile its accounts, in accordance with generally accepted accounting principles.

ARTICLE 9. Miscellaneous

9.1. Books and Records. The Board shall keep Association records, including, but not limited to, complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles; minutes of all meetings of Lot Owners and the Board; actions taken by Lot Owners or the Board without a meeting; the names and addresses of current Lot Owners, and the number of votes allocated to each Lot; etc. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

9.2. Notices. Notice to the Association, Board, or any Lot Owner or occupant of a Lot must be provided in the form of a record.

(a) *Tangible Medium.* Notice provided in a tangible medium 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.

(i) Notice in a tangible medium to the Association or to a committee may be addressed to the Association’s registered agent at its registered office, to the Association at its principal office shown in its most recent annual report or

provided by notice to the Lot Owners, or to the President or Secretary of the Association at the address shown in the Association's most recent annual report or provided by notice to the Lot Owners.

(ii) Notice in a tangible medium to a Lot Owner or occupant must be addressed to the Lot address unless the Lot Owner has requested in writing delivered to the Association that notices be sent to an alternate address or by other method allowed by law and the Governing Documents.

(b) *Electronic Transmission.*

(i) Notice to Lot Owners or directors by electronic transmission is effective only upon Lot Owners and directors who have consented in writing to receive electronically transmitted notices and have designated in the consent the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with applicable law.

(ii) Notice to Lot Owners or directors under this subsection includes material that the Governing Documents or applicable law requires or permits to accompany the notice.

(iii) A Lot Owner or director who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association, in writing.

(iv) The consent of any Lot Owner or director is revoked if the Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the Secretary of the Association 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.

(v) Notice to Lot Owners or directors who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Lot Owner or director a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(vi) Notice to an Association in an electronic transmission is effective only with respect to an Association that has designated in a record an address, location, or system to which the notices may be electronically transmitted.

(c) *Alternative Methods.* Notice may be given by any other method reasonably calculated to provide notice to the recipient.

(d) *Effectiveness.* Notice is effective as follows:

(i) Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

(ii) Notice provided in an electronic transmission is effective as of the date it: (A) is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or (B) has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

(e) *Failure to Deliver.* The ineffectiveness of a good-faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

9.3. Amendment.

(a) **By Declarant.** Prior to the conveyance of the first Lot by Declarant, Declarant may unilaterally amend these Bylaws. Thereafter, Declarant may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; provided, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any member.

(b) **By Members Generally.** Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of members representing at least 67% of the votes in the Association and the consent of Declarant until expiration of the Declarant Control Period. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon adoption unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its adoption, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

(d) **No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.**

The foregoing Bylaws were adopted by the Board of Directors of the Association by and pursuant to a Consent in Lieu of Organizational Meeting of Board of Directors executed concurrently herewith and dated _____, 2023.

Print name: _____
Title: Secretary