

**BYLAWS OF  
BRINNONWOLD COMMUNITY ASSOCIATION**  
Adopted 8/8/1999, Amended 9/7/2002, Amended 9/6/2008, Revised 11/15/2017

**ARTICLE 1 - OFFICES**

The Brinnonwold Community Association is registered in Washington State as a non-profit Corporation. The Corporation shall maintain a registered office in the State of Washington, The Board may establish other offices in or outside the State of Washington.

**ARTICLE 2 - MEMBERSHIP**

**2.1 Association membership.** The membership of an association at all times shall consist exclusively of the owners of all real property over which the association has jurisdiction, both developed and undeveloped.

**2.2 Membership Class.** The membership of the Corporation may be in one or both of the following classes:

- (a) Water System Class Membership: [See Attachment A, "Water System Class Membership"]
- (b) Beach Rights Class Membership, [See Attachment B, "Beach Rights Class Member ship"]

**ARTICLE 3 - MEMBERS**

**3.1 Annual Meeting.** The Corporation shall hold a meeting of the members annually on a date and at a time and place set by the Board.

**3.2 Annual Meeting - Order of Business.** The order of business at the annual meeting of members shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting (or filing waiver);
- (c) Presentation and examination of proxies;
- (d) Announcement of a quorum;
- (e) Recording of, or waiver thereof, and approval of minutes of last annual meeting;
- (f) Announcements;
- (g) Reports from officers;
- (h) Reports from committees;
- (i) Budget Presentation and vote to accept/reject the budget;
- (j) Election of directors;
- (k) Old or unfinished business;
- (l) New business;
- (I) Adjournment.

**3.3 Special Meetings.** Special meetings of the members for any purpose may be called at any time by the President, Board of Directors, or the holders of signatures of not less than one-tenth of all members

**3.4 Notice of Meeting.**

3.4.1 Not less than fourteen nor more than sixty days in advance of any meeting of the association, the secretary or other officers specified in the bylaws shall provide written notice to each owner of record by any method authorized by Article 8.

3.4.2 The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the board of directors for a vote by the owners, including the general nature of any proposed amendment to the articles of incorporation, bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director.

**3.5 Quorum.**

3.5.1 A quorum at any annual or special meeting of members shall consist of members representing, either in person or by proxy, a majority of the outstanding membership of the Corporation entitled to vote at such meeting.

3.5.2 The votes of the majority in interest of those present at any properly called meeting or adjourned meeting of members at which a quorum, as defined above. is present. shall be sufficient to transact business

**3.6 Action of Members by Communications Equipment.** Members may participate in a members' meeting by any means of communication which enables all persons participating in the meeting to hear each other simultaneously during the meeting. A member who participates by means of communications equipment is deemed to be present in person at the meeting.

**3.7 Voting of Members.**

3.7.1 Except as otherwise provided in these bylaws or to the extent that voting rights of the members of any class or classes are limited or denied by the Articles of Incorporation. each member, on each matter submitted to a vote at a meeting of members, shall have one vote per membership held.

3.7.2 At the election for directors every member entitled to vote at such election shall have the right to vote in person or by proxy for as many persons as there are directors to be elected.

**3.8 Proxies.** A member may vote in person or by proxy executed in writing by the member, or his/her duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. Any proxy regular on its face shall be presumed to be valid.

### **3.9 Members List For Meeting.**

3.9.1 After the Corporation fixes a record date for a meeting, the Secretary shall prepare an alphabetical list of the names of all members as of the record date who are entitled to notice of a members' meeting. The list must show the most recent address on file of each member.

3.9.2 The Secretary shall make the members' list available for inspection by any member, beginning ten (10) days prior to the meeting and continuing through the meeting. The list will be available at the Corporation's principal office or at a place (identified in the meeting notice) in the city where the meeting will be held. A member, or the member's agent, may inspect the list during regular business hours and at the member's expense during the period it is available for inspection.

### **3.10 Fixing the Record Date.**

3.10.1 Date for Meetings. The record date shall not be more than sixty or less than fourteen days prior to the meeting. If the Board fails to fix a record date for a meeting, then the day before the first notice of the meeting is delivered to the members shall be the record date.

3.10.2 Date for Action without Meeting. The record date for determining which members may vote to take action without a meeting is the date the first member signs the consent describing the action to be taken.

**3.11 Action by Members Without a Meeting.** Any action required or which may be taken at a meeting of members of the Corporation, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote of members.

**3.12 Waiver of Notice.** A waiver of any notice required to be given any member, signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice.

## **ARTICLE 4. OBLIGATION TO PAY ASSESSMENTS**

4.1 Obligation to Pay Assessments. The Board shall assess members a reasonable maintenance charge on an equitable basis per the Brinnonwold covenants as recorded in the records of Jefferson County, volume 168, pages 429 - 434. The Board shall have the right to charge Members for: (a) a Member's share(s) of the Maintenance Expenses and (b) Special Maintenance Assessments. Each Owner, by accepting a conveyance of his or her Lot, covenants and agrees to pay promptly when due all

Assessments pursuant to these covenants whether or not it shall be so expressed in any such deed or other conveyance. Assessments, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Owner of such Lot at the time when the Assessment is due. Each Owner's share of Assessments levied together with interest, late charges, attorneys' fees, court costs and any other costs of collection thereof shall be a continuing lien upon the Lot.

4.2 Annual Budget. The Board shall establish an annual budget for the Maintenance Expenses and any Special Assessments for the next calendar year in the prior year ("Annual Budget"). The Annual Budget shall be approved at the Annual Meeting. Within thirty days after adoption by the board of directors of any proposed regular or special budget of the association, the board shall set a date for a meeting of the owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the owners of a majority of the votes in the reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the board of directors. The Board shall send written notice of the Annual Budget and the amount of the annual assessment to each Owner by January 1 of each year which notice will state when Assessments shall be due and payable as reasonably set by the Board.

4.2.1 Operations and Maintenance. The budget shall estimate the annual requirements for normal operations and maintenance of the common areas and equipment.

4.2.2 Replacement Reserve. The board shall establish a reserve account to fund major maintenance, repair, and replacement of common elements, including limited common elements that will require major maintenance, repair, or replacement within thirty years.

4.2.3 The Board shall prepare and update a reserve study annually that estimates the anticipated major maintenance, repair, and replacement costs, whose infrequent and significant nature make them impractical to be included in an annual budget. It shall include: A reserve component list, including any reserve component that would cost more than one percent of the annual budget of the association, not including the reserve account, for major maintenance, repair, or replacement. If one of these reserve components is not included in the reserve study, the study should provide commentary explaining the basis for its exclusion. The study must also include quantities and estimates for the useful life of each reserve component, remaining useful life of each reserve component, and current major maintenance, repair, or replacement cost for each reserve component;

4.2.4 The budget shall show current reserve account contribution rates for a full funding plan and baseline funding plan. As part of the summary of the budget provided to all owners, the board of directors shall disclose to the owners:

- 4.2.4.1 The current amount of regular assessments budgeted for contribution to the reserve account, the recommended contribution rate from the reserve study, and the funding plan upon which the recommended contribution rate is based;
- 4.2.4.2 If additional regular or special assessments are scheduled to be imposed, the date the assessments are due, the amount of the assessments per each owner per month or year, and the purpose of the assessments;
- 4.2.4.3 Based upon the most recent reserve study and other information, whether currently projected reserve account balances will be sufficient at the end of each year to meet the association's

obligation for major maintenance, repair, or replacement of reserve components during the next thirty years;

- 4.2.4.4 If reserve account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient reserve account funds will be available each year during the next thirty years, the approximate dates assessments may be due, and the amount of the assessments per owner per month or year;
- 4.2.4.5 The estimated amount recommended in the reserve account at the end of the current fiscal year based on the most recent reserve study, the projected reserve account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study;
- 4.2.4.6 The estimated amount recommended in the reserve account based upon the most recent reserve study at the end of each of the next five budget years, the projected reserve account cash balance in each of those years, and the projected percent funded for each of those years; and
- 4.2.4.7 If the funding plan approved by the association is implemented, the projected reserve account cash balance in each of the next five budget years and the percent funded for each of those years.

**4.2.5 Special Assessments.** In the event the Board determines that the estimate of total charges for the current year is or will be inadequate to meet all maintenance expenses for any reason, the Board shall then immediately determine the approximate amount of such inadequacy and give the Members written notice of the shortfall. The Board may then levy a Special Assessment to cover any shortfall or to fund capital improvements, repair or maintenance of the common area, provided, however, that if any Special Assessment and the Owner's share of the budgeted annual maintenance expenses in a single calendar year will exceed a total of \$1,500, then the Special Assessment shall require approval by a majority of the voting power of the Owners.

## **ARTICLE 5 - BOARD OF DIRECTORS**

**5.1 Management Responsibility.** The Corporation shall have a Board of Directors, which shall be responsible for the exercise of all corporate powers. The Board shall manage the business, affairs, and property of the Corporation.

**5.2 Duties of Directors.** A director of the Corporation shall perform the duties of a director, including the duties as a member of any committees of the Board of directors upon which the director may serve, in good faith, in a manner as such director believes in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

**5.3 Number of Directors.** The Board shall consist of five (5) directors. The Corporation shall have five (5) directors until that number is changed in accordance with these Bylaws. If the members elect a greater or lesser number of directors than is specified in this section, then election of that number shall automatically amend these Bylaws to increase the number of directors to the number elected. No director need be a member of the Corporation.

**5.4 Election of Directors.**

5.4.1 Initial Directors; Annual Elections. The terms of the initial directors will expire at the first annual meeting of members. The members shall elect successor directors at the first annual meeting of members, and at each annual meeting thereafter.

5.4.2 Election. In any election of directors, the candidates elected are those who receive the largest number of votes cast by the members entitled to vote in the election, up to the number of directors to be elected.

**5.5 Term of office.** Each director shall hold office for a one-year term until the next succeeding annual meeting, and thereafter until the director's successor is elected and qualified. If a director dies, resigns, or is removed, the director's replacement shall serve throughout the remaining portion of the director's term, and thereafter until the director's successor is elected and qualified.

**5.6 Vacancies.** If a vacancy occurs on the Board, the directors then in office may fill the vacancy by the affirmative vote of a majority of all the directors in office, even if a quorum is not present.

**5.7 Resignation.** A director may resign at any time by delivering written Notice to the President, the Secretary, or each member of the Board. A resignation shall take effect when notice is delivered, unless the notice specifies a later effective date. The Corporation need not accept a resignation for the resignation to be effective. A resignation shall not affect the rights of the Corporation under any contract with the resigning director.

## **5.8 Removal.**

5.8.1 Special Meeting. The members may remove one or more directors, with or without cause, only at a special meeting of members called expressly for that purpose. The notice of the meeting must state that the purpose of the meeting is to remove one or more directors.

5.8.2 Voting. The members may remove a director by affirmative vote of the members entitled to vote on the election of that director.

## **5.9 Meetings.**

5.9.1 **Annual Meeting.** The first meeting of each newly elected Board shall be known as the annual Board meeting. The Board shall hold the annual Board meeting, without notice, immediately after the annual members' meeting or after any special members' meeting at which new directors are elected. The Board shall hold the annual Board meeting at the same place as the annual members' meeting unless the Board specifies another place by resolution.

5.9.2 **Regular Meetings.** The Board may hold regular meetings at a place and on a day and hour fixed by resolution of the Board.

5.9.3 **Special Meetings.** The President or any director may call a special meeting, of the Board. The Board shall hold the special meeting at the place and on the day and hour specified by the

persons calling the meeting. Notice of all special meeting of the Board of Directors shall be given to each director no less than five days prior to the special meeting.

**5.10 Quorum.** A majority of the whole Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business, but if less than a majority is present at a meeting, a majority of the directors present at the meeting may adjourn the meeting without further notice.

**5.11 Manner of Action.** The act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the board of Directors.

**5.12 Attendance by Communications Equipment.** The directors may participate in a meeting by means of any communication equipment which enables all persons participating in the meeting to hear each other simultaneously during the meeting. A director who participates by means of communication equipment is deemed to be present in person at the meeting.

**5.13 Action Taken by Directors Without a Meeting.** The Board may take any lawful action without a meeting if each director delivers a signed consent to the Corporation which describes the action to be taken. An action approved by consent shall have the same effect as an action approved by unanimous vote at a meeting duly held upon proper notice, and may be described as such in any document. All consents shall be inserted into the minute books as if they were the minutes of a Board meeting. An action taken by consent by the Board shall be effective when the last director signs the consent, unless the consent specifies a later effective date.

#### **5.14 Notice of Meeting.**

**5.14.1 Regular Meetings** The Secretary may, but need not, issue notice pursuant to Article 8 of any regular Board meeting if the time and place of the regular meeting has been fixed by resolution of the Board and a copy of the resolution has been mailed or delivered to each director at least two (2) days preceding the day of the first meeting held under that schedule.

**5.14.2 Special Meetings.** The Secretary, or the person calling a special Board meeting, shall issue notice by mail or personal delivery of the date, time, and place of the meeting at least two (2) days preceding the day on which the meeting is to be held. Any Board meeting shall be properly called if each director either has received valid notice of the meeting, is present without objecting, or waives notice of the meeting. The notice of any regular or special meeting of the Board need not specify the purpose of the meeting or the actions proposed for the meeting unless these Bylaws so require

**5.14.3 Waiver of Notice.** A director may waive notice before or after the date and time stated in the notice. A waiver shall be equivalent to receipt of notice. A director may waive notice by submitting a written waiver, signed by the director entitled to the notice, to the Corporation for inclusion in the minutes or filing with the corporate records. A director may also, by attending or participating in a meeting, waive any required notice of the meeting unless the director, at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**5.15 Compensation.** The Board may fix the amount or salary to be paid to each director for service as a director or for attendance at each meeting of the Board. Salary or payment for service as a director shall not preclude a director from serving the Corporation in any other capacity or from receiving compensation for service in that other capacity.

**5.16 Enforcement of Covenants.** The covenants impose duties on each member that are enforceable by the other members. The Board shall establish a procedure to investigate alleged violations of the covenant and determine whether a substantial violation of the covenants has occurred. If a substantial violation is determined to have occurred, the violator will be given notice of the determination and offered an opportunity to present evidence of a non-violation or to correct the violation. If the violation is not corrected in a timely manner the board shall deliver a report of its investigation and determination to the complainant for legal enforcement action.

## **ARTICLE 6 - OFFICERS**

**6.1 Officers and Their Duties.** The following officers shall be elected annually and shall have the duties enumerated below.

**6.2 President.** The President shall be the chief executive officer of the Corporation unless some other officer is so designated by the Board. The President shall supervise and control the assets, business, and affairs of the Corporation. The President shall be a director. The President may sign certificates for membership of the Corporation, deeds, mortgages, bonds, contracts, or other instruments, unless these powers have been expressly delegated by the Board to some other officer or agent of the Corporation. The President shall vote memberships in other corporations which are owned by the Corporation, unless the Board prescribes otherwise. The President shall perform all duties incident to the office of president and any other duties which the Board may prescribe.

**6.3 Vice-Presidents.** The Board may designate one or more Vice Presidents or other officers and assistant officers as the Board determines is necessary or advisable, or the Board may delegate that power to the President. The Vice Presidents shall have the powers and perform the duties accorded to them by the Board, the Articles, the Bylaws. In the absence or disability of the President, the Vice President designated by the Board shall perform the duties of the President. When so acting, the designated Vice President shall have all the powers of and be subject to the same restrictions as is the President.

**6.4 Secretary.** The Secretary shall: (a) prepare the minutes of meetings of the directors and of the members, keep the minutes in one or more books provided for that purpose, and be responsible for authenticating the records of the Corporation, (b) ensure that all notices are given in accordance with the provisions of these Bylaws and as required by law, (c) serve as custodian of the corporate records and



the corporate seal, and ensure that the seal is affixed to all documents requiring the Corporation's seal, provided that the document has been duly authorized for execution, (d) keep a register of the address of each member, director, and officer, (e) when required by law or resolution of the Board sign the Corporation's deeds, mortgages, bonds, contracts, or other instruments, and (f) perform all other duties incident to the office of Secretary or assigned by the President or the Board

**6.5 Treasurer.** The Treasurer shall: (a) take custody of and account for all funds and securities held by the Corporation; (b) receive and give receipts for sums due to the Corporation, and deposit those sums in the name of the Corporation in banks, trust companies, or other depositories which the Board may select in accordance with the provisions of these Bylaws, and (c) perform all other duties incident to the office of treasurer or assigned to the Treasurer by the President or the Board

**6.6. Other Duties.** Other Officers and Agents. The Board may assign any officer any additional title that the Board deems appropriate. The Board may delegate to any officer or agent the power to appoint assistant officers or agents and to prescribe the terms of office, authorities, and duties of such assistant officers or agents

**6.7 Authority to Enter Contracts and to Issue Checks and Drafts.** The Board may authorize any officer or agent of the Corporation to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Corporation. The Board may grant either general or limited authority to its officers and agents to make contracts or execute instruments. The Board shall authorize certain officers or agents of the Corporation to sign the Corporation's checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation.

**6.8 Qualifications.** None of the officers is required to be a director, except as specified in Section 5.2. The same person may hold two or more corporate offices, except that one person may not hold the offices of President and Secretary at the same time.

**6.9 Election and Term of Office.** The Board shall elect the officers at the annual Board meeting. If the Board fails to elect the officers at that meeting, it shall convene a meeting to elect the officers as soon thereafter as possible. Each officer shall hold office for a one-year term until the next succeeding annual Board meeting, or until the officer's successor is elected and qualified, unless the officer dies, resigns, or is removed.

**6.10 Vacancies.** The Board may fill a vacancy in any office created because of the death, resignation, removal, or disqualification of an officer, because of the creation of a new office, or for any other cause.

**6.11 Resignation.** An officer may resign at any time by delivering written notice to the President, any Vice President, the Secretary, or to each member of the Board. An officer's resignation shall take effect at the time specified in the notice or, if the time is not specified, when the notice is delivered. The Corporation need not accept a resignation for the resignation to be effective. A resignation shall not affect the rights of the Corporation under any contract with the resigning officer

**6.12 Removal.** The Board may remove an officer or agent of the Corporation, with or without cause, if the Board finds that the best interests of the Corporation would be served by removing that officer or agent. The Corporation's action to remove the officer or agent shall not affect the officer's contract rights against the Corporation. Any officer or assistant officer, if appointed by another officer, may be removed by any officer authorized to appoint officers or assistant officers,

**6.13 Compensation.** The Board shall set the compensation for the officers and the other agents and employees of the Corporation. The Board may delegate the authority to set the compensation of the officers, agents, and employees to the President. No officer may be prevented from receiving compensation as an officer solely because the officer is also a director of the Corporation

**6.14 Delegation.** In the case of absence or inability of any officer of the Corporation to act and of any person herein authorized to act in his place, the Board of Directors may from time to time delegate the powers of duties of such officer to any other officer or any director or other person whom it may select.

## **ARTICLE 7 - ROAD MAINTENANCE**

(At the Annual Meeting of the Brinnonwold Community Association which was held on September 7, 2002, members approved a road maintenance agreement for the access road to the community beach and Lee Way. On September 6, 2008 the Board of Directors revised the agreement to read as follows:)

7.1 The Road Maintenance Agreement applies only to the access road to the community beach and Lee Way (the road containing the community water line) which must be maintained to retain the integrity of the water system for all Brinnonwold Community Association property owners serviced by that system and to lessen future flooding/washouts. Maintenance will consist of annually clearing ditches and grading/crowning Lee Way and maintaining the road to the community beach.

7.2 Record of Survey Recorded July 14, 1989 in Volume 10 of Surveys, Pages 113-115 Under Auditors Number 323048 Jefferson County. Revisions were recorded October 11, 2002 under Jefferson County Number 460972.

7.3 All Brinnonwold Community Association property owners will be charged an annual fee for road maintenance which will be added to the beach right fee.

## **ARTICLE 8 - NOTICES**

8.1 Except as may otherwise be required by law, any notice to any member or director may be delivered personally or by mail. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at their last known address in the records of the Corporation, with postage thereon prepaid. Notices required by these Bylaws may be delivered by:

8.1.1 Hand-delivery to the mailing address of the owner or other address designated in writing by the owner;

8.1.2 Prepaid first-class United States mail to the mailing address of the owner or to any other mailing address designated in writing by the owner; or

8.1.3 Electronic transmission to an address, location, or system designated in writing by the owner. Notice to owners by an electronic transmission complies with this section only with respect to those owners who have delivered to the secretary or other officers specified in the bylaws a written record consenting to receive electronically transmitted notices. An owner who has consented to receipt of electronically transmitted notices may revoke the consent at any time by delivering a written record of the revocation to the secretary or other officer specified in the bylaws. Consent is deemed revoked if the secretary or other officer specified in the bylaws is unable to electronically transmit two consecutive notices given in accordance with the consent.

## **ARTICLE 9 - BOOKS AND RECORDS**

**9.1 Maintenance of Corporate Records.** The Corporation shall keep correct and complete the Corporation's minute books, records of accounts, and all other official records of all meetings at its registered office or principal place of business. The Corporation shall keep all minutes and above records in written form, or in a form which may be easily converted to written form.

### **7.2 Members Right to Inspect and Copy.**

A member may inspect and copy, during regular business hours at the Corporation's principal office, any of the records and accounting of the Corporation. If the member gives the Corporation written notice of the member's demand at least (5) five business days before the date on which the member wishes to inspect and copy the records

## **ARTICLE 10 - INDEMNIFICATION**

10.1 The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

10.2 The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

10.3 No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

10.4 This Article constitutes a contract between the corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

## **ARTICLE 11 - AMENDMENTS**

**11.1 Amendment to Articles. By the Board and Members.** The Board by majority vote may submit to the members for approval one or more proposed amendments to the Articles. Following notice to all members of a members' meeting in accordance with the provisions of the Bylaws and Articles of incorporation, the members may adopt the proposed amendment if two-thirds (2/3) of the members attending the members' meeting.

**11.2 Amendment of Bylaws by the Members.** The members may amend, alter, or repeal the Bylaws at any meeting of the members, or by unanimous written consent. The members may amend the Bylaws upon a three-quarters (3/4) vote of those members attending the meeting only if a copy of the proposed amendments accompanies the notice of the meeting,

**11.3 Amendment of Bylaws by the Board.** The Board may amend, alter, or repeal the Bylaws by vote of four-fifths (4/5) of the Board at any meeting of the Board, or by unanimous written consent of the Board. The Bylaws may be amended at a special meeting of the Board only if notice of the proposed amendment was contained in the notice of the meeting. The members may repeal by majority vote any amendment to or alteration of the Bylaws adopted by the Board

**11.4 Record of Amendment.** Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of Bylaws with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in said book.

## **ARTICLE 12 - DISTRIBUTIONS**

**12.1 Distributions.** A plan providing for the distribution of assets, not inconsistent with the provisions of RCW 24.03, may be adopted by the Corporation in the process of dissolution and shall be adopted by the Corporation for the purpose of authorizing any transfer or conveyance of assets for which RCW 24.03 requires upon distribution, in the following manner a plan of distribution shall be adopted at a meeting of the Board of Directors upon receiving a vote of a majority of the directors in office. If the plan of distribution includes assets received and held by the Corporation subject to limitations described in RCW 24.03.225(3), notice of the adoption of the proposed plan shall be submitted to the Attorney General of the State of Washington by registered or certified mail directed to the Attorney General in Olympia, Washington, at least twenty (20) days prior to the meeting at which the proposed plan is to be adopted. No plan for the distribution of such assets may be adopted without the approval of the Attorney General, or the approval of a court of competent jurisdiction in a proceeding to which the Attorney General may be a party. In the event that an objection is not filed by the Attorney General within twenty (20) days after the date of the mailing, the Attorney General's approval shall be deemed to have been given.

## **ARTICLE 13 - CORPORATE SEAL**

The Board of Directors may adopt a corporate seal in a form and with an inscription to be determined by the Board. The seal shall be in the form of a circle and shall contain the name of the

Corporation and the year of incorporation. The application of or failure to apply the seal to any document or instrument shall not affect the validity of the document or instrument.

#### **ARTICLE 14 - SEVERABILITY**

If any provision of these Bylaws or any application of any provision is found to be unenforceable, the remainder of the Bylaws shall be unaffected. If the provision is found to be unenforceable when applied to particular persons or circumstances, the application of the provision to other persons or circumstances shall be unaffected.

**CERTIFICATE OF ADOPTION OF BYLAWS** The foregoing Bylaws were read, approved, and duly adopted by the Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.. The President and Secretary were empowered to authenticate these Bylaws by their signatures below.

**President:**

\_\_\_\_\_  
**Andy Visser**

**Secretary:**

\_\_\_\_\_  
**Cindy Carney**

## **ADDENDUM TO BYLAWS**

### **ROAD MAINTENANCE AGREEMENT FOR THE BRINNONWOLD COMMUNITY ASSOCIATION**

**At the Annual Meeting of the Brinnonwold Community Association which was held on September 7, 2002, members approved the following road maintenance agreement for the access road to the community beach and Lee Way:**

**This Road Maintenance Agreement applies only to the access road to the community beach and Lee Way (the road containing the water line) which must be maintained to retain the integrity of the water system for all Brinnonwold Community Association (BCA) property owners serviced by that system and to lessen future flooding/washouts. Maintenance will consist of annually clearing ditches and grading/crowning Lee Way and maintaining the road to the community beach. All other costs for maintenance of Lee Way (graveling, capitol improvements, etc.) to be the responsibility of property owners who access their property from Lee Way.**

**All BCA property owners will be charged an annual fee for road maintenance which will be added to the beach right fee.**

## **ADDENDUM TO BYLAWS**

### **ROAD MAINTENANCE AGREEMENT FOR THE BRINNONWOLD COMMUNITY ASSOCIATION**

**(Revised September 6, 2008)**

**At the Annual Meeting of the Brinnonwold Community Association which was held on September 7, 2002, members approved a road maintenance agreement for the access road to the community beach and Lee Way. On September 6, 2008 the Board of Directors revised the agreement to read as follows: The Road Maintenance Agreement applies only to the access road to the community beach and Lee Way (the road containing the community water line) which must be maintained to retain the integrity of the water system for all Brinnerwold Community Association property owners serviced by that system and to lessen future flooding/washouts. Maintenance will consist of annually clearing ditches and grading/crowting Lee Way and maintaining the road to the community beach.**

Record of Survey Recorded July 14, 1989 in Volume 10 of Surveys, Pages 113-115 Under Auditors Number 323048 Jefferson County. Revisions were recorded October 11, 2002 under Jefferson County Number 460972.

**V/// | ↳ All Brinnonwold Community Association property owners will be charged an annual fee for road maintenance which will be added to the beach right fee.**