

**FIRST AMENDMENT TO THE BYLAWS
OF
EAGLEROCK WATER ASSOCIATION**

Pursuant to Article VI of the Bylaws of the Eaglerock Water Association dated August 1, 1985, and recorded August 2, 1985, under Auditor's File Number 8508020022, records of Chelan County (the "Bylaws), the Bylaws are hereby amended as follows:

- A. The Preamble is deleted in its entirety.
- B. Article I, Section 5, entitled "Duties of Association" is amended to delete the last two sentences of the Section, and replace with the following:

"There will be a valve box servicing each lot containing a 2" ball valve."

- C. Article I, Section 7 on page 2, entitled "Duties of Association Members" is amended to be designated as Section 6 and to delete the last two sentences of the Section.
- D. Article I, Section 7, entitled "Scope of Services" is amended to delete the last paragraph on page 3 in its entirety (commencing with "Since properties 1 and 2...", and the first paragraph of said Section 7 on page 4 (commencing with "Any use of the system..."), and replace said paragraphs with the following:

"Any use of the system requiring booster pumps will be charged to the owner of the land served. The Association will provide the installation and the owner shall pay the estimated costs prior to the start of the work of installation. If the actual costs exceed the estimate, the owner will be responsible for such excess.

The Association will be responsible for providing the Association box and 2" ball valve for all new hookups. The owner will pay the Association a hookup fee in an amount determined by the Board from time to time, before hookup to the system."

- E. Article II, Section 1, entitled "Annual Meetings" is amended in its entirety to read as follows:

SECTION 1. Annual Meetings. Annual meetings of the members shall be held in March of each year. Notice shall be given as provided in Section 3.

- F. "Notice of Meetings" is amended in its entirety to read as follows:

SECTION 3. Notice of Meetings. The Secretary shall provide or cause to be provided the notice of any annual or special meeting to the members, not less than ten (10) days in advance of such meeting. The notice will state the date, time, place and purpose of the

meeting. The notice may be: hand-delivered to the mailing address of the member; mailed, postage prepaid, by first class U.S. mail to the mailing address of the owner or other address designated in writing by the owner; or by 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 a written record consenting to receive electronically transmitted notices. A member 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. Consent is deemed revoked if the secretary is unable to electronically transmit two consecutive notices given in accordance with the consent.

G. Article II, Section 4, entitled "Quorum" is amended in its entirety to read as follows:

SECTION 4. Quorum and Voting. At all meetings of the Association, either regular or special, five percent (5%) of the total votes of the Association shall constitute a quorum. Unless otherwise provided in these Bylaws, the vote of a majority interest of those present (whether in person or by proxy) at any properly called meeting or adjourned meeting at which a quorum is present shall suffice for the transaction of any business. A proxy must be executed in writing by the member and delivered to the Secretary of the Association before the meeting.

H. Article III, Section 3, entitled "Meeting" is amended in its entirety to read as follows:

SECTION 3. Meeting. Meetings of the Board of Directors may be held at such time and place within Chelan County as a majority of Directors may determine from time to time.

If the Board establishes a regular meeting date, no notice of such regular meeting need be given. Notice of special meetings may be given orally or in writing. Notice will be deemed given when: personally communicated to a Director; on the date that written notice has been personally served or e-mailed to a Director (provided that the Director has given an email address for the purpose of Association communications); or three (3) calendar days after written notice has been mailed, postage prepaid, by first class U.S. mail to a Director. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. 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.

Every act or decision made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

- I. Article III, Section 5, entitled "Powers" is amended in its entirety at subsection j. to read as follows:

j. To collect semi-annually regular and special assessments from the members, (with the first regular installment due no later than April 30th and the second regular installment due no later than August 31st of each year). The procedures for collecting late or delinquent payments outlined in Article V, Section 4 shall be followed for any regular or special assessment.

- J. Article III, Section 7, entitled "Control by Developer" is deleted in its entirety.

- K. Article IV, Section 3, entitled "Disbursement of Funds" is amended in its entirety to read as follows:

SECTION 3. Disbursement of Funds. The Association may engage an independent third party to administer and manage the Association funds and the payment of Association obligations, with the oversight and signature of at least one (1) officer on all Association checks and orders of payment. If there is no independent third party so engaged, then at two (2) officers must sign all checks and orders of payment for the Association.

- L. Article V, Section 1, entitled "Assessments for Operation, Repair, Maintenance and Replacement" is amended in its entirety to read as follows:

SECTION 1. Assessments for Operation, Repair, Maintenance and Replacement. Each member shall be obligated to pay an initial one-time assessment per lot at the time of hookup as determined by the Board from time to time. In addition, all members are obligated to pay regular assessments or special assessments in such amounts as determined by the Board of Directors from time to time to be sufficient to meet all operating, repair and maintenance expenses, together with a reserve fund for replacement of the Association's Water System.

Assessments will be assessed and billed on a per-acre basis. Individual members will be responsible and assessed for any damage to the system caused by such member.

- M. Article V, Section 2, entitled "Assessments for Acquisitions or Capital Improvements" is amended to replace "seventy-five percent (75%)" with "twenty-five percent (25%)".

- N. Article V, Section 5, entitled "Non-profit Operation" is amended in its entirety to read as follows:

SECTION 5. Non-profit Operation. The Association shall be operated on a non-profit basis for the benefit of its members. Any assessments collected by the Association which the

Board determines are not needed for the operation, repair and maintenance of the Water System will be allocated to the reserve fund.

O. Article VI, entitled "Amendment to Bylaws" is amended in its entirety to read as follows:

ARTICLE VI
AMENDMENT TO THE BYLAWS

The Bylaws may be amended by a vote of a majority of the total votes of the Association, present in person or by proxy, at a special or regular meeting of the member for that purpose. The notice for such meeting shall include the proposed amendment.

P. Except as amended herein, the Bylaws remain in full force and effect.

Adopted by the affirmative vote of more than 75% of the members of the Association.

Robert C. Alexander
President

Attested to By:

Richard M. Hoffmann
Secretary/Treasurer

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Robert Alexander is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of the Eaglerock Water Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 2, 2020.



Meredith K Alcombrack
Meredith K Alcombrack (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1-16-22

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Richard Hoffman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Secretary/Treasurer of the Eaglerock Water Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 2, 2020.



Meredith K Alcombrack
Meredith K Alcombrack (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1-16-22