

Article 1
OBJECT AND DEFINITIONS

1.1 Purpose. The purpose for which this Association was formed is to govern the Condominium Property which is described in Schedule A attached to the following described Declaration, as amended by the provisions of the Washington Condominium Act, and by a document entitled "Amended and Restated Declaration for Cedar Ridge, A Condominium," establishing a plan for condominium ownership of the Cedar Ridge Condominium (hereinafter referred to as "Units") in the project or the more act of occupancy of any of said Units shall constitute ratification of these By-Laws.

1.2 Assent. All present or future Owners, tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and in the Declaration. The mere acquisition or rental of any of the Units (hereinafter referred to as "Units") in the project or the more act of occupancy of any of said Units shall constitute ratification of these By-Laws.

1.3 Definitions. Unless otherwise specified, all terms shall have the same meaning in these By-Laws as such terms are defined in the Declaration. The terms "Owners" and "Members" as used herein shall be synonymous.

Article 2
MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION

2.1 Matters Governed by Declaration. With regard to various matters including membership, meetings and voting, reference is made to the Declaration.

2.1.1 Member Meetings. The annual meeting of Owners shall be held in the first calendar quarter of each year at a time and place set by the Board of Directors.

2.1.2 Board Meetings. Meetings of the Board of Directors shall be held from time to time, upon a schedule and agenda as set by the Board of Directors.

2.1.3 Calling of Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the

COPY

BY-LAWS
of the
Cedar Ridge Condominium Association
UBI # 601 015 328

Article 1
OBJECT AND DEFINITIONS

1.1 Purpose. The purpose for which this Association was formed is to govern the Condominium Property which is described in Schedule A attached to the following described Declaration, and which Property has been submitted to the provisions of the Washington Condominium Act by a Declaration as amended by a document entitled "Amended and Restated Declaration for Cedar Ridge, A Condominium" establishing a plan for condominium ownership of Units within the above-referenced Condominium (hereinafter referred to as the "Declaration").

1.2 Assent. All present or future Owners, tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and in the Declaration. The mere acquisition or rental of any of the Units (hereinafter referred to as "Units") in the project or the mere act of occupancy of any of said Units shall constitute ratification of these By-Laws.

1.3 Definitions. Unless otherwise specified, all terms shall have the same meaning in these By-Laws as such terms have in the Declaration. The terms "Owners" and "Members" as used herein shall be synonymous. The terms "Directors" and "Board Members" as used herein shall be synonymous.

Article 2
MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION

2.1 Matters Governed by Declaration. With regard to various matters including membership, meetings and voting, reference is made to the Declaration.

2.1.1 Member Meetings. The annual meeting of Owners shall be held in the first calendar quarter of each year at a time and place set by the Board of Directors.

2.1.2 Board Meetings. Meetings of the Board of Directors shall be held from time to time, upon a schedule and agenda as set by the Board of Directors.

2.1.3 Calling of Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the

Board of Directors or upon petition signed by at least ten (10) Unit Owners having been presented to the Secretary.

2.2 Additional Administrative Provisions.

2.2.1 Voting by Mail. The Board may decide that voting of the Members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or By-Laws, or with respect to any other matter for which approval by Owners is required by the Declaration or By-Laws, in accordance with the following procedure:

a) In the case of election of Board Members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received.

The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all Owners. 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 to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date, the Secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the Members on or before said specified date, stating that each Owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be *effective*. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which

notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than twenty (20) days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective.

c) Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.2.1.

2.2.2 Adjournment of Owners' Meeting. If any meeting of the Owners cannot be held because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than 30 days from the time the original meeting was called.

2.2.3 Order of Business Per Statute. The order of business at all meetings of the Owners of Units shall be as follows:

- A. Roll Call.
- B. Proof of Notice of meeting or waiver of notice.
- C. Reading or Waiver of Reading of Minutes of preceding meeting.
- D. Reports of officers, if any.
- E. Reports of committees, if any.
- F. Election of Board members (annual meeting only).
- G. Unfinished business.
- H. New business.

Article 3 MANAGEMENT OF CONDOMINIUM

3.1 Powers of The Board. All powers granted by statute to the Cedar Ridge Condominium Association as set forth in Article XII and elsewhere within the "Amended and Restated Condominium Declaration for Cedar Ridge, A Condominium" and the Condominium Act (RCW 64.34.et. seq.), are vested in its Board of Directors.

3.2 Additional Provisions Regarding Board.

3.2.1 Election and Term of Office. There shall be five directors elected to a term of office of not less than one year, but not more than two years. The Director(s) whose term(s) are expiring and who agree to stand for reelection, shall be elected by vote of the Unit Owners at their annual meeting of the Owners. Any director who ceases to own a Unit shall be deemed to have resigned effective on the date of cessation of ownership. In the event of a tie vote between any two candidates the tie shall be broken by the drawing of straws.

3.2.2 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of a majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member for the remainder of the term of the director he or she replaces. A director so appointed shall serve out the remainder of the term of the director replaced.

Directors removed by a vote of the Association at a Special or Annual meeting of the Owners shall be replaced by a Director nominated and elected by the Owners at that same meeting. If no one is willing to be nominated from those present at the Owners' meeting, the Board shall at its next board meeting, appoint someone to serve the remainder of the term of the Director removed by the Owners in the same manner as set out above in this paragraph.

The number of Directors or their term of office may be changed by amendment of these By-Laws or the Declaration.

3.2.3 Quorum Board Meetings. A "Quorum" for Board of Director's meetings shall mean one more than half of the then serving members of

the Board. Board members may attend a meeting by conference call or other electronic means approved by the Board.

3.2.4 Organizational Meeting. The first regular meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

3.2.5 Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two (2) such meetings shall be held during each fiscal year and one (1) such meeting shall be held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, email, or telephone, at least three (3) days prior to the day named for such meeting.

3.2.6 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally, or by mail, email, or telephone, which notice shall state the time, place (as herein above provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

3.2.7 Waiver of Notice. Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.2.8 Board Fees. No Director shall receive any compensation from the Association for acting as a director.

3.2.9 Removal of Board Member. Directors may be removed, with or without cause, by majority vote of the Owners conducted at an annual meeting or a special meeting called for that purpose, at which a Quorum is present.

Article 4 OFFICERS

4.1 Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board, annually. One person may hold more than one office; provided however, that the office of President and the office of Secretary may not be concurrently held by the same person.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board of Directors Meeting each year, which meeting shall be held immediately after the annual meeting of Owners. Officers must be Owners but need not be members of the Board of Directors.

4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed from his position as an officer but not as a Board member, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation and/or association including, but not limited to, the powers to appoint committees from among the Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice President. A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or the President's inability for any reason to exercise such powers and functions or perform such duties.

4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association and other records as the Board may direct; and shall in general perform all the duties incident to the office of Secretary. The Secretary shall ensure that a complete list of Members and their registered official correspondent address is compiled and kept up-to-date. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit owned by such Member. Such list shall be opened to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

It shall be the duty of the Secretary to give written or printed notice, either personally or by mail, of each annual or special meeting, stating the purpose thereof as

well as the time and place where it is to be held, to each Unit Owner of record, in the manner provided by the Declaration and the Act.

4.7 Treasurer. The office of Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The office of Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Association may retain the services of a C.P.A. to perform the functions here listed as the obligations of the office of Treasurer in the absence of an elected treasurer, or to assist an elected treasurer, in such manner as the Board may from time to time direct.

4.8 Assistant Secretary. The Board may appoint one (1) or more interim Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

**Article 5
ADOPTION OF BY-LAWS AND AMENDMENTS**

By-Laws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by concurrence of those voting Owners holding sixty-seven percent (67%) of the total voting power. Notice of the time, place and purpose of such meeting shall be delivered to each Unit Owner at least ten (10) days prior to such meeting.

**Article 6
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS AND REQUIRED PROXIES**

6.1 Proof of Ownership. Any person on becoming an Owner of a Unit shall furnish to the Manager, Board, or their agent a photocopy of a copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association; provided, that a failure to meet this requirement shall not invalidate an otherwise valid transfer of an Unit.

6.2 Registration of Correspondence Address. The Owners of each Unit shall have one and the same registered correspondence address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only correspondence address of a person or

persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. If such registration address is other than the mailing address of the Unit, the correspondence address of a Unit Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the mailing address of the Unit shall be the registered correspondence address until another registered correspondence address is furnished as permitted under this Section. Registered correspondence addresses may be changed from time to time by similar designation.

Article 7
NONPROFIT ASSOCIATION

This Association is a Washington State not for profit corporation. It is not organized for profit. No Member, member of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any members of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Member or Board member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any Member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Article 8
FISCAL YEAR

The Fiscal year of the Association shall begin on January 1st and end on December 31st.

ADOPTED BY THE ASSOCIATION this 28 day of MAY, 2004.

CEDAR RIDGE CONDOMINIUM ASSOCIATION,
a Washington nonprofit corporation

By: 
Robb Dibble, its President

By: 
Mary Long, its Secretary