

THIRD REVISED BYLAWS
OF
WOODLAND COVE HOMEOWNERS ASSOCIATION

ARTICLE I

REVISION, NAME AND LOCATION

1.1 REVISION. These Revised Bylaws revise and replace those Bylaws dated March 1, 1988, July 1, 1997 and June 5, 2000. These Revised Bylaws have been adopted by the Association pursuant to the requirements set forth in Article XV herein.

1.2 NAME/LOCATION. The name of the corporation is Woodland Cove Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at Woodland Cove Homeowners Association, c/o the residence of the Secretary, but the meetings of the directors and the members may be held at such places within the State of Washington, County of King, as may be designated by the Board, as hereafter provided.

ARTICLE II

PURPOSE AND DEFINITIONS

2.1 PURPOSE. The purpose for which the Association is formed is to govern the property known as "Woodland Cove" which is described in Exhibit A, attached hereto and by this reference made a part hereof. Woodland Cove is subject to the provisions of that certain Third Revised Declaration of Covenants, Conditions, Restrictions and Easements of Woodland Cove Homeowners Association dated October 17, 2000, recorded under King County Recording No. 20001020000729 establishing provisions for the ownership and use of property within Woodland Cove (the "Revised Declaration"), as it may hereafter be amended.

2.2 DEFINITIONS. Unless otherwise specified, all terms shall have the same meaning in these Revised Bylaws as such terms have in the Revised Declaration. The terms "Owners" and "members" as used herein shall be synonymous.

ARTICLE III

MEMBERS AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates; provided, however, that any Owner may delegate his or her rights of membership in the Association and rights of enjoyment in the Common Areas to the members of his or her family.

3.2 VOTING RIGHTS. Every Owner shall be entitled to cast one vote in the Association for each Lot owned. If a Lot is further subdivided as provided in the Revised Declaration, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates. When more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Lot, each vote may be cast separately.

3.3 TRANSFER OF MEMBERSHIP. Except as provided herein, the Association membership of each Owner shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot to which it is appurtenant. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.4 MORTGAGEE'S RIGHTS DURING FORECLOSURE. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

3.5 SUSPENSION FOR NONPAYMENT OF ASSESSMENT. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

ARTICLE IV

OWNERSHIP

No member shall have any right, title, or interest in or to the whole or any part of the property or assets of the Association, and no member shall be entitled to either the whole or any part thereof in the event of termination or his or her membership in the Association.

ARTICLE V

MEETINGS OF MEMBERS

5.1 ANNUAL MEETING. An annual meeting of the members shall be held the third Wednesday of March of each year at 7:30 p.m., or upon such other date and time as the Board may determine to be advisable. At the annual meeting, the treasurer of the Association shall present an accounting of the receipts and disbursements of the Association for the preceding fiscal year, including general and special assessments, together with an estimate of assessments for the coming fiscal year. At each annual meeting the members shall also elect the directors of the Association, as provided in Section 6.3 of these Revised Bylaws. If the election of directors is not held on the date designated for the annual meeting of the members or any adjournment thereof, the election shall be held at a special meeting of the members as soon thereafter as is practicable.

5.2 SPECIAL MEETINGS. The president or the majority of the Board may call a special meeting of the members for any purpose. A special meeting of the members may also be called by members having at least ten percent (10%) of the total ownership interest in the Lots.

5.3 PLACE OF MEETINGS. All meetings shall be held at the principal office of the Association or such other place within King County, State of Washington, designated by the Board, with first preference given to a convenient place within the Woodland Cove community.

5.4 NOTICE OF MEETINGS. Not less than fourteen (14) nor more than sixty (60) days in advance of any meeting, the Secretary or President or the members calling the meeting shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Owner or to any other mailing address designated in writing by the Owner, or sent by email or other electronic transmission to those Owners who have given their written consent. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda. Agenda items to be voted upon by the membership, shall be

submitted in writing to the Secretary at least ten (10) days in advance of annual and special Association meetings.

5.5 QUORUM. Members holding fifty one percent of the votes entitled to be cast at any meeting, represented in person or by proxy, shall constitute a quorum at the members' meeting. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, except as otherwise stated in the Revised Declaration, Articles or these Revised Bylaws. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be three-fourths (3/4) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the initial meeting.

5.6 PROXIES. At all members' meetings, a member may vote by proxy, executed in writing by the member or by his or her attorney-in-fact. Such proxies shall be filed with the secretary of the Association before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after eleven (11) months from the date of its execution.

ARTICLE VI

BOARD

6.1 POWERS. The affairs of the Association shall be managed by a Board of directors. The Board shall have all powers and duties necessary for the administration of the affairs of the Association consistent with the purposes and objects set forth in the Articles of Incorporation, the Revised Declaration and these Revised Bylaws, and pursuant to the laws of the State of Washington.

6.2 NUMBER AND QUALIFICATION. The Board shall be composed of three (3) directors all of whom must be members of the Association. The number of directors may be increased or decreased to any number not less than three (3), by an amendment to these Revised Bylaws.

6.3 ELECTION AND TERM. At each annual meeting of members the members shall elect the full number of directors, to serve until the next annual meeting of members or until their successors are elected and qualified.

6.4 VACANCY. The Board shall have the power to fill by appointment any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of directors as a result of amendment of these Revised Bylaws. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

6.5 REMOVAL. Any director may be removed from the Board, with or without cause, by a majority of the votes entitled to be cast by Owners at any meeting of the Owners at which a quorum is present.

6.6 RESIGNATION. Any director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the Association, or by giving oral or written notice at any meeting of the directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.7 COMPENSATION. No director shall receive compensation for any service he or she may render to the Association as director. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as director.

ARTICLE VII

MEETINGS OF BOARD

7.1 ANNUAL MEETINGS. An annual meeting of the Board shall be held immediately after each annual membership meeting, unless waived by unanimous consent of the Board. Said meeting shall be held at the same place as the membership meeting unless some other place shall be specified by the Board.

7.2 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place within King County, State of Washington, as shall be determined from time to time by a majority of the directors.

7.3 SPECIAL MEETINGS. Special meetings of the Board may be held at any place, at any time, within King County, State of Washington, whenever called by the president or secretary or any two or more directors.

7.4 NOTICE OF MEETINGS. No notice of annual meetings of the Board shall be required. Notice of the time and place of regular meetings and any special meeting shall be given by the secretary or by the person or persons calling the meeting by mail, email, or by

personal communication over the telephone or otherwise, at least three (3) days prior to the date on which the meeting is to be held. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends the meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any meeting of the Board need be specified in the notice or any waiver of notice of any special meeting.

7.5 QUORUM. A majority of the Board shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. At any meeting of the Board at which a quorum is present, any business may be transacted, and the Board may exercise all of its powers. The directors present at a duly organized meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

7.6 MEETINGS BY TELEPHONE. Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE VIII

ACTION BY WRITTEN CONSENT

Any action required or permitted by the Articles of Incorporation, the Revised Bylaws, the Revised Declaration, or under the laws of the State of Washington, to be taken at a meeting of the Board of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board or directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote and may be described as such.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice is required to be given to any director of the Association by the Articles of Incorporation, Revised Bylaws, or Revised Declaration, or by the laws of the State of Washington, a waiver thereof, in writing signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to giving of such notice.

ARTICLE X

OFFICERS AND THEIR DUTIES

10.1 DESIGNATION. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected annually by the Board at the annual meeting of directors immediately following the annual membership meeting. The same person may hold any combination of officer positions except the offices of president and secretary. Any vacancy in an officer position, whether by death, resignation, removal, or otherwise, shall be filled by the Board for the unexpired portion of the term of his or her predecessor in office. Any officer may be removed from office by the Board at any time prior to expiration of his or her term of office if the Board determines such removal would be in the best interest of the Association.

10.2 PRESIDENT. The president shall be the principal executive officer of the Association and, subject to the Board's control, shall supervise and control all of the business and affairs of the Association. When present, s/he shall preside over all members' meetings and over all Board meetings. With the secretary or other officers of the Association authorized by the Board, s/he may sign deeds, mortgages, 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 Revised Bylaws to some other officers or in some other manner. In general, s/he 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.

10.3 VICE PRESIDENT. In the absence of the president or in the event of his or her 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 duties as from time to time may be assigned to him or her by the president or by the Board.

10.4 SECRETARY. The secretary shall: (a) keep the minutes of the 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 Revised Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office address of each member as furnished to the secretary by each member; and (e) in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board.

10.5 TREASURER. If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the

Board shall determine. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks trust companies, or other depositories as shall be selected in accordance with the provisions of these Revised Bylaws; prepare an annual budget and financial statement to be presented to the members at their regular annual meeting; and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board.

ARTICLE XI

LOANS PROHIBITED

No loans shall be made by the Association to any officer or director of the Association.

ARTICLE XII

CONTRACTS, CHECKS, AND DEPOSITS

12.1 **CONTRACTS.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

12.2 **CHECKS, DRAFTS, ETC.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents, of the Association and in such manner as are from time to time determined by the Board.

12.3 **DEPOSITS.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall be the twelve (12) month period ending on December 31st.

ARTICLE XIV

NONPROFIT ASSOCIATION

This Association is not organized and incorporated for profit. No member, director, or person from whom the Association may receive any property or funds shall be 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 director. The foregoing, however, shall neither prevent nor restrict the payment of: (1) reasonable compensation to any member or manager 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) reimbursement to any member or director for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV

AMENDMENTS

These Revised Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted only by the affirmative vote of the Owners having fifty one percent (51%) of the total outstanding votes in the Association at any regular or special membership meeting; provided that the individual or individuals calling such meeting must provide notice thereof in strict compliance with the requirements set forth in Article 5.4, and such notice must include (a) an agenda which specifically and accurately describes and identifies any and all proposed amendments, and (b) a written proxy ballot enabling the Owner to cast its vote via proxy.

ARTICLE XVI

RULES AND REGULATIONS

16.1 **ADOPTION.** The Board may from time to time and subject to the provisions of the Revised Declaration, Articles of Incorporation, and these Revised Bylaws, adopt, amend, and repeal rules and regulations in order to preserve the benefit of Woodland Cove Homeowners Association for all Owners, their families, invitees, licensees and lessees, and for guests.

16.2 **PROMULGATION.** The secretary shall mail a true and correct copy of all rules and regulations or amendments thereto, to each member of the Association as appears on the membership roll of the Association at such member's last known address, and shall enter upon the records of the corporation a certificate of such mailing. The secretary may provide a copy of the rules and regulations via email to members who have so given their consent.

16.3 **EFFECTIVE DATE.** Any such rule or regulation or amendment thereto adopted by the Board shall be effective thirty days after promulgation unless the Board in adopting the same shall specify some other effective date, and shall be mailed or emailed to all members prior to their effective date.

ARTICLE XVII

RULES OF PROCEDURE

The rules of procedure at the meeting of the Board of the Association shall be rules contained in the latest revised edition of Roberts' Rules or Order of Parliamentary Procedure, so far as applicable and when not inconsistent with these Revised Bylaws, the Articles of Incorporation, the Revised Declaration, or any resolution of the Board.

ARTICLE XVIII

CONFLICTS

In case of any conflict between the Articles of Incorporation and these Revised Bylaws, the Articles shall control. In case of any conflict between the Revised Declaration and these Revised Bylaws and the Articles, the Revised Declaration shall control.

The undersigned, acting on behalf of the Board, as provided in Section 2.7 of the Revised Declaration, hereby certifies that the foregoing are the Revised Bylaws, approved by the Board this 4th day of August, 2015.

WOODLAND COVE HOMEOWNERS
ASSOCIATION

By: 
William Grady
Its: President

By: 
Roxanne Grady
Its: Treasurer