

**BYLAWS  
OF  
HARNEY VIEW PARK AND ROAD ASSOCIATION**  
A Washington Non-Profit Corporation  
[As amended through January 16, 2021]

**ARTICLE I - MEMBERSHIP**

**Section 1.** The membership of this corporation shall consist of only one class of members.

**Section 2.** The membership shall consist of every person or entity who is a record owner of a fee or undivided interest in any lot which, pursuant to the Declaration of Covenants, Conditions & Restrictions (hereinafter the "Declaration") is subject to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

**Section 3.** Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the Declaration.

[Article I is as originally adopted on November 2, 1986.]

**ARTICLE II - BOARD OF DIRECTORS**

**Section 1.** The management and administration of the affairs of this corporation shall be by a board of directors consisting of not less than three (3) persons who shall be elected by the membership at the first annual meeting to serve terms of three (3) years each and until their successors have been elected and qualified.

**Section 2.** Within the limits of Section 1 hereof, the number of directors may be changed at any time by a majority vote of the directors at any regular meeting or at any special meeting, called in whole or in part for that purpose.

**Section 3.** It shall be the duty of the Board of Directors, as more fully provided in the Declaration, to: (a) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (b) send written notice of each assessment to every Owner/Member subject thereto at least thirty (30) days in advance of each annual assessment period; and (c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same; (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) procure and maintain adequate liability and hazard insurance on property

owned by the Association; (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (g) cause the common areas to be maintained.

**Section 4.** In the event of a vacancy on the Board of Directors the remaining directors by majority vote may elect a successor to fill the unexpired term. If there is only one director serving, he may elect successors to fill the unexpired terms of vacant positions of the board. If all positions of directors are vacant by reason of death or otherwise, upon the call of a special meeting of the members and at least ten (10) days prior notice thereof, a special meeting of the members shall be held at which the members shall elect persons to fill such vacancies, such person to be selected for their interest and ability to carry out the purposes of the corporation.

**Section 5.** At any regular meeting or at any special meeting called for that purpose, one or any more of the Directors may be removed with or without cause, by a majority vote of the members, and a successor may then and there be elected to fill the vacancy as created. Any Director whose removal has been so proposed by the members shall be given an opportunity to be heard at the meeting.

**Section 6.** The Board of Directors may by resolution delegate such authority to a committee of two or more of the directors as it deems necessary or appropriate for the carrying out of the objects of the corporation.

**Section 7.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

[Article II is as originally adopted on November 2, 1986.]

### **ARTICLE III - MEETINGS OF DIRECTORS**

**Section 1.** Regular meetings of the board may be held at such time and place as shall be determined by a majority of the Board Members, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Board Member, personally or by mail, email or telephone, at least ten (10) days prior to the day named for such meeting.

**Section 2.** Special meetings of the Board of Directors may be called by the President or by a majority of the Board Members, on five (5) days' notice to each Board Member, given personally, or by mail, email or telephone, which notice shall state the time and place of the meeting.

**Section 3.** At all meetings of the Board of Directors, a majority thereof shall constitute a quorum for the transaction of business. The act of the majority of the directors present at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required under RCW Ch. 24.03, the Articles of Incorporation or the

Declaration. Each director shall be entitled to cast one vote at any election or on any subject at any regular or special meeting of the Board of Directors.

[Article III is as amended on January 16, 2021.]

#### **ARTICLE IV - OFFICERS**

**Section 1.** The elected officers of the corporation shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be first elected by the Board of Directors at its organizational meeting. Each officer shall serve for a period of one (1) year following his election and until his successor shall have been elected and qualified. Election of officers shall be by the Board of Directors at a meeting following the annual meeting of members occurring at the end of each one (1) year term. Any two or more offices may be held by the same person, except the offices of president and secretary. In the event of a vacancy, the board may elect a successor to fill the unexpired term.

**Section 2.** The duties of the president, vice-president, secretary and treasurer shall be as are usually imposed upon such officials of corporations and as are required by law and such as may be assigned to them respectively by the Board of Directors from time to time. Checks upon any bank account of the corporation shall be signed only by such officer or officers as the Board of Directors may from time to time appoint by an appropriate resolution.

[Article IV is as originally adopted on November 2, 1986.]

#### **ARTICLE V - MEETINGS**

**Section 1.** The annual meeting of the members shall be held in the month of August or September of each year upon notice of not less than thirty (30) days (and not more than fifty (50) days) from the president, secretary or Board of Directors to all members.

**Section 2.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of members entitled to cast at least fifty-one percent (51%) of the total votes of the membership shall constitute a quorum. (As currently stated in the Declaration, a 60% quorum is generally required for votes on assessments.)

**Section 3.** Special meetings of the membership shall be upon notice of not less than thirty (30) days (and not more than fifty (50) days), given by the president, secretary or Board of Directors to all members. A special meeting shall be held upon the call of the president, or upon written request to the president signed by a majority of the Board, or upon written request to the president by members having at least forty percent (40%) of the total votes.

**Section 4.** The notice of any meeting of the members shall specify the date, time, and manner (in person, remote or both) of the meeting, and in general the matters to be considered.

The notice shall also specify the place of the meeting or, if the meeting is to be conducted entirely by remote participation, that information shall be provided instead.

**Section 5.** Each member shall be entitled to cast one vote at any election or on any subject during any annual or special meeting of the members, and such votes may be cast in person or by written proxy. Votes may be cast orally (including by members participating remotely), provided that at the oral request of two or more members made promptly after the result of any oral vote is declared, the vote shall instead be taken in writing, and members participating remotely shall provide their written vote by email to the president and secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the member's Lot. Voting shall be "per member," not "per lot." However, amending the Declaration may not be done by a vote of the membership, rather it can be accomplished only as specified in the Declaration. (As currently stated in the Declaration, amending the Declaration requires a written instrument signed by 60% of the owners of the Lots).

**Section 6.** Members may participate in a meeting by video conference, conference telephone or similar communications equipment, following procedures established by the Board of Directors from time to time which shall, among other things, permit all persons participating in the meeting to hear each other at the same time ("participating remotely"). Participating remotely constitutes presence in person at a meeting. An option to participate remotely does not affect a member's option to participate by proxy, and a member participating remotely may vote on behalf of other members pursuant to any proxy(ies) granted to the member who is participating remotely.

**Section 7.** Notice of any meeting of the members or Board, and any request for a meeting of the members or Board, shall be in writing and delivered by email, regular first class mail or hand delivery. Notices and requests delivered by email or hand delivery shall be effective immediately. Notices and requests delivered by postal mail shall not be effective until five calendar days after mailing, except that notice of a meeting set for 30 days or longer after the date of mailing shall be effective on the date of mailing. Each member shall keep their current mailing address and, if available, email address on file with the president, and notice shall be sufficient if given to the address most recently provided to the president. Notice of any meeting of the Board may be waived in writing by any director at any time. Notice of any membership meeting may be waived in writing by any member at any time.

**Section 8.** Any action permitted or required to be taken at a meeting of members, directors or a committee of directors, may be taken without a meeting in accordance with RCW 24.03.465 if a consent in writing setting forth the actions so taken, is signed by all the members, directors, or members of the committee, as the case may be.

[Article V is as amended on January 16, 2021.]

## ARTICLE VI – INDEMNIFICATION

**Section 1.** Each Board Member or Association committee member, or Association officer, or managing agent exercising the powers of the Board, shall be indemnified against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation and with respect to any criminal action or proceeding had no reason to believe his conduct was unlawful. In any action or suit by or in the right of this corporation to procure a judgment against such person, no indemnification shall be made in respect of any claim, issue, or matter as to which he shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite an adjudication of liability, he is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. On request of such person who is made or is threatened to be made a party to any such suit, this corporation shall enter into an agreement confirming the foregoing indemnity subject to limitation as provided by law in such instances. The indemnification herein provided for shall continue as to a person who has ceased to be a director or officer of this corporation, shall inure to the benefit of his heirs, executors and administrators, and shall be in addition to rights of indemnification provided by law.

**Section 2.** This corporation shall pay expenses incurred in defending a suit or criminal action, suit, or proceeding against which a person shall be entitled to indemnification under Section 1 of Article VI in advance of a final disposition of such action upon receipt of an undertaking by or on behalf of the person to repay such amount if the person is not entitled to indemnification as provided by law.

**Section 3.** This corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, trustee, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation, as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation has or would have the power to indemnify him against such liability under law.

[Article VI is as originally adopted on November 2, 1986.]

## ARTICLE VII - OBLIGATIONS OF OWNERS/ MEMBERS

**Section 1.** Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the development was built and each owner shall comply strictly with all provisions of the Declaration.

**Section 2.** Each owner shall use the Common Areas in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the

other owners, and in accordance with the Rules, if any, promulgated by the Board or Association pursuant to the Declaration.

**Section 3.** (a) An owner shall permit the Board, Managing Agent or other person authorized by the Board the right of access to the owners Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Areas, or at any time deemed necessary by the Board or Managing Agent for the making of emergency repairs or to prevent damage to any of the Common Areas.

(b) An owner shall permit the Board, Managing Agent, or other persons authorized by the Board of other Owners or their representatives, when so required, to enter upon his Lot for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, or to lots of such owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediately.

**Section 4.** Each owner shall pay periodic assessments as provided in the Declaration and the Articles of Incorporation.

[Article VII is as originally adopted on November 2, 1986.]

## **ARTICLE VIII - NON-PROFIT ASSOCIATION**

**Section 1.** This Association 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: (i) reasonable compensation may be paid 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 (ii) any member or Board Member may, from time to time, be reimbursed for his actual and reasonable expenses in connection with the administration of the affairs of the Association.

**Section 2.** Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association or trust or other organization to be devoted to such similar purposes.

[Article VIII is as originally adopted on November 2, 1986.]

**ARTICLE IX - AMENDMENT**

These By-laws may be amended or repealed at any regular or special meeting of the members, at which a quorum is present, by a vote of not less than fifty-one percent (51%) of the members present in person or by proxy.

[Article IX is as originally adopted on November 2, 1986.]

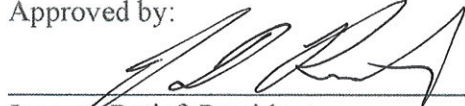
**CERTIFICATION**

I certify the foregoing is an exact copy of the bylaws of Harney View Park and Road Association, as amended through January 16, 2021.



Daniel L. Thieme, Secretary

Approved by:



Jacques Retief, President