AMENDED AND RESTATED BYLAWS OF THE SOUTH BAY COMMUNITY ASSOCIATION

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AMENDED AND RESTATED BYLAWS OF SOUTH BAY COMMUNITY ASSOCIATION

RECITALS

WHEREAS, The South Bay Community Association (the "Association") is a validly existing homeowners' association and a nonprofit corporation pursuant to RCW 24.03A;

WHEREAS, the Association is empowered to adopt and amend Bylaws pursuant to RCW 64.38.020(1) and the Association's Governing Documents;

WHEREAS, Article XI of the Association's Articles of Incorporation states that "the regulation of the internal affairs of the Association shall be set forth in the Bylaws of the Association;"

WHEREAS, Article XII of the existing Bylaws of South Bay Community Association provides that the Bylaws may be amended at a regular or special meeting of the members by majority vote of the membership present, in person or by proxy, provided there is a quorum;

WHEREAS, upon notice to all Members of the Association being duly given, at a meeting of a quorum of the Members held on July 15, 2026, not less than a majority of the Members present in person or by proxy voted to Amend and Restate the Bylaws as set forth herein.

NOW THEREFORE, the following Amended and Restated Bylaws of The South Bay Community Association are hereby adopted.

ARTICLE 1 – NAME, EFFECT, AND APPLICATION

1.1 Name. The name of the Association is The South Bay Community Association.

1.2 Nonprofit Corporation. The Association is a Washington nonprofit corporation pursuant to RCW 24.03A.

1.3 Principal Office. The principal office of the Association is located at 120 Spinnaker Place, Port Ludlow, WA 98365. The Board of Directors may change the principal office of the Association, from time to time, without a vote of the Owners; provided that, the principal office shall be located in the State of Washington.

1.4 Binding Effect. These Bylaws shall apply to and bind all present and future Unit Owners and all others having a full or partial legal or equitable interest in a Unit within the Association's jurisdiction, including mortgagees, tenants, lessees, licensees, and occupants of any Unit, and their guests, invitees, and employees and any other persons using all or any part of the Community, any Unit, the Common Elements, or Recreational Facilities of the Association.

1.5 Membership. Each Unit Owner shall be a Member of the Association. The Association membership of each Unit Owner shall be appurtenant to and may not be separated

from ownership of the Unit giving rise to such membership and shall not be assigned, conveyed, pledged, or alienated in any way except upon the transfer of title to said Unit. There shall only be one membership for each Unit. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner. Any attempt to make a prohibited transfer of a membership in the Association shall be void.

1.6 Associate Memberships Distinguished. "Associate Members," as defined in Section 1.9 of the Declaration, are not Members of the Association. They do not have the rights, privileges, benefits, responsibilities, duties, or obligations of regular Members. Their only privilege is the right to use specific Association lands or recreational facilities in exchange for a fee, as set forth in a separate agreement with the Association.

1.7 Captions and Exhibits. Captions and section headers are for convenience only and in no way affect the interpretation of these Bylaws. Any exhibits attached hereto are fully incorporated herein.

1.8 Supersede and Apply. In the case of any conflict between the Articles of Incorporation or the Declaration and these Bylaws, the provisions of the Articles of Incorporation or Declaration shall control; provided that, if any provision of the Articles of Incorporation or Declaration are inconsistent with chapter 64.38 RCW or chapter 64.90 RCW ("WUCIOA"), then RCW 64.38 and RCW 64.90 shall apply to the extent such chapters are effective as to the Association or the Community. Because the Association was formed before July 1, 2018, it is primarily governed by RCW 64.38, but it is also subject to specific mandatory provisions of RCW 64.90 (WUCIOA) as required by Washington law.

ARTICLE 2 – DEFINITIONS

The following definitions shall apply with respect to these Bylaws, regardless of whether the defined word or words is capitalized.

2.1 "Acts" means chapter 24.03A RCW, chapter 64.38 RCW, and chapter 64.90 RCW (to the extent RCW 64.90 is effective as to the Association).

2.2 "Assessment" means all sums chargeable by the Association against a Unit, including, without limitation: (a) regular and special assessments for Common Expenses and specially allocated expenses, fines, charges, or fees levied or imposed by the Association pursuant to applicable law or the Governing Documents; (b) interest and late charges on any delinquent account; (c) certain costs for maintenance and repair pursuant to section 10.2 of the Declaration, and (d) all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including reasonable attorneys' fees.

2.3 "Association" shall mean and refer to The South Bay Community Association, a Washington nonprofit corporation, its successors and assigns.

2.4 "Board" shall mean and refer to the board of directors of the Association.

2.5 "Common Elements" is synonymous with the term "Common Areas" as used in the Declaration. The term, "Common Elements," means any real estate and improvements thereon, that is owned or leased by the Association or for which the Association is responsible to operate, maintain, repair, or replace, including, without limitation, any easements, but excluding the Units. The Common Elements include the (a) Master Association Land; (b) all land within South Bay designated in the Declaration or other recorded instrument as being available for use by the Members in common; and (c) all land within South Bay which comprises the trail or pathway system, or which the Declarant indicates on a recorded subdivision plat or within a supplemental Declaration to be used for the benefit of all Owners within South Bay; provided that, any Open Space (as defined by section 1.35 of the Declaration) within a subdivision is Limited Common Area for the benefit of the Owners in specific subdivisions of South Bay.

2.6 "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

2.7 "Community" means the real estate described in the Declaration with respect to which a person, by virtue of the person's ownership of a Unit, is obligated to pay for a share of real estate taxes, insurance premiums, maintenance, or improvement of, or services or other expenses related to Common Elements, other Units, or other real estate described in the Declaration, as the Declaration may be amended or supplemented from time to time. The term "Community" and "South Bay" are used interchangeably herein.

2.8 "Declaration" means and refers to the South Bay Master Declaration of Covenants, conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, as recorded under Jefferson County Auditor's file number 325175, and any amendments thereto.

2.9 "Electronic Transmission" or **"Electronically Transmitted"** means any electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.

2.10 "Governing Documents" mean the Organizational Documents, plat map(s), Declaration, rules, or any other written instrument by which the Association has the authority to exercise any of the powers provided for by statute or in the Governing Documents to manage, maintain, or otherwise affect the property under its jurisdiction.

2.11 "Organizational Documents" mean the instruments filed with the Secretary of State to create an entity and the instruments governing the internal affairs of the Association including, but not limited to, any articles of incorporation, certificate of formation, and Bylaws.

2.12 "Members" means the Unit Owners who constitute the membership of the Association.

2.13 "Owner" or **"Unit Owner"** means one or more persons or entities, that owns a Unit within the Community, including the vendee, not the vendor, of a Unit under a real estate contract, but excluding any person having an interest in a Unit solely as security for an obligation.

2.14 "Person" means an individual, corporation, business trust, estate, the trustee or beneficiary of a trust that is not a business trust, partnership, limited liability company, association, joint venture, public corporation, government, or governmental subdivision, agency, or instrumentality, or any other legal entity.

2.15 "Tangible Medium" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

2.16 "Unit" Unit is synonymous with the word "Lot" as defined by section 1.29 of the Declaration.

2.17 "WUCIOA" means the Washington Uniform Common Interest Ownership Act, codified under chapter 64.90 RCW.

ARTICLE 3 - POWERS AND DUTIES OF THE ASSOCIATION

3.1 Authority of the Board. The Board has the power and authority to act in all instances on behalf of the Association, except for those matters or decisions that require the approval, consent, or vote of the Unit Owners.

3.2 The Association must:

(a) Adopt Organizational Documents;

(b) Adopt budgets as provided in RCW 64.90.525;

(c) Impose assessments for Common Expenses on the Unit Owners as provided by the Governing Documents and applicable law;

(d) Prepare or cause to be prepared, at least annually, a financial statement or statements of the Association in accordance with accrual based accounting practices;

(e) Deposit and maintain the funds of the Association in accounts as provided by the Governing Documents and applicable law;

(f) Have the financial statements of the Association audited by a certified public accountant, at least annually, unless such audit is waived in accordance with applicable law; and

(g) To the extent reasonably available and subject to such deductibles and policy limits as the Board may determine, procure and maintain the following policies of insurance: (a) commercial general liability insurance, including medical payments insurance, in an amount determined by the Board, covering all occurrences commonly insured against for death, bodily injury or property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements; (b) property insurance on the Common Elements, insuring against all risks of direct physical loss commonly insured against, which insurance, after application of any deductibles, must be not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; (c) fidelity insurance or

bonds protecting against dishonest acts on the part of officers, directors, trustees, employees and agents of the Association, and all other persons who handle or are responsible for handling funds of or administered by the Association.

3.3 Powers of the Association. Except as provided otherwise in section 3.5 of this article 3 and subject to the provisions of the Declaration, the Association may:

(a) Adopt and amend Organizational Documents and rules and regulations, which rules and regulations may govern, without limitation: (i) the use of the Common Elements, the Recreational Center, the Units, and the trail or pathway system; (ii) compliance with the Governing Documents; and (iii) the personal conduct of Members and the occupants of Units and their guests and invitees;

(b) Amend budgets under RCW 64.90.525;

(c) Hire, employ, and discharge managing agents and other employees, agents, and independent contractors and prescribe their duties and responsibilities;

(d) Institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding in its own name on behalf of itself or two or more Unit Owners on matters affecting the Community, as deemed necessary or appropriate in the Board's discretion, and to seek the interpretation or enforcement of any provision of the Governing Documents;.

(e) Make contracts, enter into transactions, and incur liabilities subject to subsection 3.5 of this article 3, and further provided that any contract or transaction entered into with Declarant, and/or its affiliated companies, shall be subject to the restrictions and limitations set forth in the Declaration;

(f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements and to prohibit access to the Common Elements, such as drainage easements, that are not intended for use by Members;

(g) Cause additional improvements to be made as a part of the Common Elements;

(h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, but the Common Elements may be conveyed or subjected to a security interest pursuant to the Declaration, these Bylaws, and applicable law;

(i) Grant easements, leases, and licenses through or over the Common Elements as provided for in the Declaration, and petition for or consent to the vacation of streets and alleys.

(j) Impose and collect any reasonable payments, fees, or charges for:

- (i) The use, rental, or operation of the Common Elements, including, without limitation, the Recreational Facilities;
- (ii) Services provided to Unit Owners; and
- (iii) Moving in, moving out, or transferring title to Units to the extent provided for in the Declaration;

(k) Collect Assessments, including, without limitation, by lien foreclosure action, and impose and collect reasonable charges for late payment of Assessments;

(l) Enforce the Governing Documents and, after notice and opportunity to be heard, impose and collect reasonable fines for violations of the Governing Documents in accordance with a previously established schedule of fines adopted by the Board of directors and furnished to the Owners pursuant to the notice requirements in article 12 of these Bylaws;

(m) Impose and collect reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates, lender questionnaires, or statements of unpaid Assessments;

(n) Provide for the indemnification of its officers and Board members, to the extent provided in RCW 23B.17.030;

(o) Maintain directors' and officers' liability insurance and procure and maintain property insurance on any property owned by the Association, and such other insurance as deemed reasonably appropriate in the Board's discretion;

(p) Subject to subsection 3.5 of this article, assign its right to future income, including the right to receive Assessments;

(q) Supervise all officers, agents and employees of the Association with respect to the proper performance of their roles, functions or responsibilities.

(r) Establish and administer a Reserve Account according to applicable law;

(s) Prepare a reserve study as described herein and in accordance with applicable law;

(t) Exercise any other powers conferred by the Declaration or Organizational Documents;

(u) Exercise all other powers that may be exercised in this state by the same type of entity as the Association;

(v) Exercise any other powers necessary and proper for the governance and operation of the Association;

(w) Require that disputes between the Association and Unit Owners or between two or more Unit Owners regarding the Community be submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding;

(x) Suspend any right or privilege of a Unit Owner who fails to pay an Assessment which suspension may be imposed for a reasonable amount of time not to exceed one business day after the Association receives full payment of the delinquent Assessment and the Board has received confirmation of payment and cleared funds, but may not:

(i) Deny a Unit Owner or other occupant access to the Owner's Unit, or any limited common elements allocated only to that Unit, or any Common Elements necessary to access the Unit;

(ii) Suspend a Unit Owner's right to vote; or

(iii) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

(y) The foregoing paragraph (x) expressly includes the right to suspend the use of recreational facilities; and

(z) Maintain, repair, replace, and reconstruct the Common Elements, in accordance with applicable law and the Governing Documents.

(a)(a) Pay any amount necessary to discharge any lien or encumbrance levied against the Community, or any part thereof, which is claimed to or may, in the opinion of the Board, constitute a lien against the Community or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorneys' fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible

to the extent of their responsibility. Any amount specially charged pursuant to this subsection shall be collectable as Assessments against the responsible Owner or Owners.

3.4 The Declaration may not limit the power of the Association beyond the limit authorized in subsection 3.3(w) of this article 3 to:

(a) Deal with the Declarant if the limit is more restrictive than the limit imposed on the power of the Association to deal with other persons; or

(b) Institute litigation or an arbitration, mediation, or administrative proceeding against any person, subject to the following:

(i) The Association must comply with chapter 64.50 RCW, if applicable, before instituting any proceeding described in chapter 64.50 RCW in connection with construction defects; and

(ii) The Board must promptly provide notice to the Unit Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of the Governing Documents or to recover unpaid Assessments or other sums due to the Association.

3.5 Borrowing. Any borrowing by the Association that is to be secured by an assignment of the Association's right to receive future income pursuant to subsection 3.3(e) and (p) of this article 3 requires ratification by the Unit Owners as provided below.

(a) The Board must provide notice of the intent to borrow to all Unit Owners. The notice must include the purpose and maximum amount of the loan, the estimated amount and term of any assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan.

(b) In the notice, the Board must set a date for a meeting of the Unit Owners, which must not be less than 14 and no more than 50 days after mailing of the notice, to consider ratification of the borrowing.

(c) Unless at that meeting, whether or not a quorum is present, Unit Owners holding a majority of the votes in the Association reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the notice.

3.6 Violations by Tenant. If a tenant of a Unit Owner, or other person occupying an Owner's Unit, violates the Governing Documents, in addition to exercising any of its powers against the Unit Owner, the Association may:

(a) Exercise directly against the tenant, or occupant of the Unit, the powers described in subsection 3.3(l) of this article 3;

(b) After giving notice to the tenant or occupant and the Unit Owner and allowing for an opportunity to be heard, levy reasonable fines against the tenant or occupant and Unit Owner for the violation; and

(c) Enforce any other rights against the tenant or occupant for the violation that the Unit Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Unit Owner, or both; but the Association does not have the right to terminate a lease or evict a tenant unless permitted by the Declaration. The

rights referred to in this subsection 3.6(c) may be exercised only if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation.

3.7 Unless a lease otherwise provides, this section does not:

(a) Affect rights that the Unit Owner has to enforce a lease with respect to such Owner's Unit or that the Association has under other law; or

(b) Permit the Association to enforce a lease to which it is not a party in the absence of a violation of the Governing Documents.

3.8 Board Discretion on Enforcement. The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claim made by or against it.

3.9 The Board does not have a duty to take enforcement action if it determines, in its sole discretion, that, under the facts and circumstances presented:

(a) The Association's legal position does not justify taking any or further enforcement action;

(b) The covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with law;

(c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) It is not in the Association's best interests to pursue an enforcement action, including, without limitation, when considering the anticipated expenses of enforcement.

3.10 The Board's decision to not pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

3.11 Bay Club/Gazebo Property. Before taking any step to sell or lease, or to offer to sell or lease, or to use any portion of the Bay Club/Gazebo property (Jefferson County Parcel No. 821174005) for purposes other than recreational, social or nature preservation uses, the Board of Directors shall give at least 90 days notice thereof, by mail or email, to all SBCA members at their last known mail or email addresses. No portion of the property shall be sold or leased, or used for such other purpose, or logged for a commercial purpose, without prior approval by vote of at least two-thirds of all members. Neither short-term rentals of the Bay Club facilities or grounds, nor incidental logging for purposes of safety, enhancing views or promoting or preserving the health of treed portions of the property, shall be subject to the notice or membership approval requirements of this section.

ARTICLE 4 - OWNER MEETINGS

4.1 Annual Meeting. A meeting of the Association must be held at least once each year. At the annual meeting, the Members shall elect directors or fill vacancies in the Board and shall consider such other business as may properly come before the meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the Association and does not affect otherwise valid Association acts.

4.2 Special Meetings. Special meetings of the Association may be called by its president, a majority of the Board, or Unit Owners having at least 20 percent (20%) of the votes in the Association. If the Association does not provide notice to Unit Owners of a special meeting within thirty (30) days after the requisite percentage of Unit Owners request the secretary to do so, the requesting Members may directly provide notice to all the Unit Owners of the meeting. The Unit Owners may discuss at a special meeting a matter not described in the notice of the special meeting but may not take action on that matter without the consent of all Unit Owners.

4.3 Notice of Owner Meetings. The Association must provide notice to Unit Owners of the time, date, and place of each annual and special Unit Owners meeting not less than 14 days and not more than 50 days before the meeting date. Notice may be any means described in article 15 of these Bylaws. The notice of any meeting of the Owners must state the time, date, and place of the meeting and the items on the agenda, including: (i) The text of any proposed amendment to the Declaration or Organizational Documents; and (ii) Any proposal to remove a Board member. The minimum time to provide notice may be reduced or waived for a meeting called to deal with an emergency. Notwithstanding the foregoing, Article 9 of these Bylaws shall govern in the event of an "emergency."

4.4 Minutes. Minutes of all Unit Owner meetings must be maintained in a record. The decision on each matter voted upon at Unit Owner meeting must be recorded in the meeting minutes.

4.5 Opportunity to Comment. Unit Owners must be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Community or the Association.

4.6 Location of Meetings. Association meetings shall be held at such location as deemed by the Board to be reasonably convenient for the Owners.

(a) A meeting of the Unit Owners is not required to be held at a physical location if the meeting is conducted in accordance with section 5.8 of these Bylaws.

(b) In a notice for a meeting held at a physical location, the Board may notify all Unit Owners that they may participate remotely in the meeting by a means of communication described in section 5.8.

4.7 Quorum. A quorum is present throughout any meeting of the Owners if at the beginning of the meeting persons entitled to cast twenty percent (20%) of the votes in the Association are present in person, by proxy, by means of remote communication which allows

Owners to communicate in real time to the same extent as if they were physically present at the same location, or have voted by absentee ballot.

4.8 Order of Business. The Board shall determine the order of business at any meeting of the Association. Unless otherwise determined by the Board, the order of business at Association meetings shall be as follows: (a) Roll call; (b) Proof of notice of meeting or waivers of notice; (c) Approval of minutes of the preceding meeting; (d) Owner comment period; (e) Reports of officers and directors; (f) Reports of committees; (g) Election of ballot inspectors; (h) Voting on ballot measures; (i) Unfinished business; and (j) New business.

ARTICLE 5 - OWNER VOTING

5.1 Total Votes. The total number of votes in the Association shall be equal to the number of Units subject to assessment for Common Expenses under the Declaration, and each Owner shall be entitled to one (1) vote for each Unit owned. A vote must be for all of the voting power for the Unit for which it is cast; fractional votes shall not be allowed.

5.2 Multiple Owners. If a Unit is owned by more than one person and only one Owner casts a vote, that vote must be counted as casting the entire votes allocated to the Unit by the Declaration. If more than one Owner casts a vote for a Unit, no vote from any Owner of that Unit may be counted. In no event shall more than one vote be cast with respect to any Unit.

5.3 Majority Vote. Unless a different number or fraction of the votes in the Association is required by these Bylaws or the Declaration, a majority of the votes cast determines the outcome of a vote taken at a meeting or the Owners or without a meeting in accordance with section 5.7 of this article 5. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

5.4 Voting. Owners may vote at a meeting in person, or by remote communication, by absentee ballot pursuant to subsection 5.5(c), or by proxy pursuant to section 5.6. When a vote is conducted without a meeting, Owners may vote by ballot pursuant to section 5.7. Nothing herein shall require the Association or its Board to allow for remote voting or participation by means of remote communication described in Section 5.8.

5.5 At a meeting of the Unit Owners the following requirements apply:

(a) **Manner of Voting at a Meeting.** Unit Owners or their proxies, who are present at a meeting, may vote by voice vote, show of hands, standing, written ballot, or any other method designated by the person presiding at the meeting.

(b) **Verification of Identity of Owners Voting Remotely.** If the Unit Owners attend the meeting by a means of remote communication under subsections 4.6(a) or 4.6(b) and section 5.8, the Association shall implement reasonable measures to verify the identity of each Unit Owner attending remotely.

(c) **Absentee Ballots.** Whenever proposals or Board members are to be voted upon at a meeting, a Unit Owner may vote by duly executed absentee ballot if:

(i) The name of each candidate and the text of each proposal to be voted upon are set forth in a writing accompanying or contained in the notice of meeting; and

(ii) A ballot is provided by the Association for such purpose. Any ballot provided by the Association for election of Board members by the Unit Owners must designate a blank space for Unit Owners to cast a vote for one or more candidates.

(d) When a Unit Owner votes by absentee ballot under subsection 5.5(c) of this article, the Association must be able to verify that the ballot is cast by the Unit Owner having the right to do so.

5.6 Proxies. Unit Owners may vote by proxy subject to the following requirements:

(a) **Proxy Voting Allowed.** Any Unit Owner may vote by proxy. Proxies shall be written, signed by the Unit Owner, and provided to the Board prior to the vote in which such proxies are cast. A proxy must be for all the voting power of a Unit.

(b) Votes allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by a Unit Owner in the same manner as provided in RCW 24.06.110.

(c) **Verification of Proxy.** When a Unit Owner votes by proxy, the Association shall implement reasonable measures to verify the identity of the Unit Owner and the proxy holder.

(d) **Revocation of Proxy.** A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the secretary or the person presiding over a meeting of the Association or by delivery of a subsequent proxy. The death or disability of a Unit Owner does not revoke a proxy given by the Unit Owner unless the person presiding over the meeting has actual knowledge of the death or disability.

(e) **Proxy Void.** A proxy is void if it is not dated or purports to be revocable without notice.

(f) **Termination of Proxy.** Unless stated otherwise in the proxy, a proxy terminates 11 months after its date of issuance.

5.7 Voting Without a Meeting. The Association may conduct a vote without a meeting in accordance with the following requirements:

(a) The Association must notify the Unit Owners that the vote will be taken by a ballot without a meeting.

(b) **Notice.** The notice under subsection 5.7(a) must state:

(i) The time and date by which a ballot must be delivered to the Association to be counted, which may not be fewer than 14 days after the date of the notice, and which deadline may be extended in accordance with subsection (g) of this section 5.7;

(ii) The percent of votes necessary to approve each matter other than election of Board members; and

(iii)The time, date, and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.

(c) The Association **must deliver with the notice** under subsection 5.7(a):

(i) Instructions for casting a ballot;

(ii) A ballot in a tangible medium to every Unit Owner except a Unit Owner that has consented in a record to electronic voting; and

(iii) If the Association allows electronic voting, instructions for electronic voting.

(d) **Ballot.** The ballot must set forth each proposed action and provide an opportunity to vote for or against the action. Any ballot provided by the Association for election of Board members by the Unit Owners must designate a blank space for Unit Owners to cast a vote for one or more candidates.

(e) **Revocation of Ballot.** A Unit Owner may revoke a ballot cast pursuant to this section before the date and time under 5.7(b)(i) by which the ballot must be delivered to the Association to be counted only by actual notice to the Association of revocation. The death or disability of a Unit Owner does not revoke a ballot unless the Association has actual notice of the death or disability prior to the date set forth in subsection 5.7(b)(i). A ballot or revocation is not effective until received by the Association.

(f) Approval by ballot pursuant to this section 5.7 is valid only if the number of votes cast by ballot equal or exceeds the quorum required to be present at a meeting authorizing the action.

(g) **Extension of Time.** If the Association does not receive a sufficient number of votes to constitute a quorum or to approve the proposal by the date and time established for return of ballots, the Board may extend the deadline for a reasonable period not to exceed 11 months upon further notice to all Members in accordance with subsection 5.7(b). In that event, all votes previously cast on the proposal must be counted unless subsequently revoked as provided in this section.

(h) **Notice of Action Taken.** The Association must give notice to Unit Owners of any action taken pursuant to this section within a reasonable time after the action is taken.

(i) **Record of Action in Minutes.** When an action is taken pursuant to this section, a record of the action, including the ballots or report of the persons appointed to tabulate such ballots, must be kept with the minutes of meetings of the Association.

(j) **Verification of Ballot.** The Association shall implement reasonable measures to verify that each ballot in a tangible medium and electronic ballot is cast by the Unit Owner (or the holder of a proxy for such Unit Owner), having a right to do so.

(k) **Electronic Voting Without a Meeting.** A Unit Owner consents to electronic voting by delivering to the Association, a record indicating such consent or by casting an electronic ballot.

(l) **Record of Electronic Ballots.** If the Association allows electronic ballots, the Association shall create a record of electronic votes capable of retention, retrieval, and review.

5.8 Remote Meetings. Meetings of the Unit Owners and the Board are not required to be held at a physical location if such meeting is held in accordance with this section. Notwithstanding anything to the contrary in the Governing Documents, any meeting of the Association or the Board *may)* be held by telephonic, video, or other conferencing process if:

(a) The meeting notice states the conferencing process to be used and provides information explaining how to participate in the conference;

(b) The process provides all participants the opportunity to hear or perceive the discussion and to comment as provided in subsection 7.2(e) of these Bylaws;

(c) Any votes of the Board members are conducted by roll call or other verbal vote; and

(d) Any person entitled to participate in the meeting is given the option of participating by telephone.

5.8.1 A Unit Owner participating in a meeting by these means (i.e. remote communication) is deemed to be present in person at the meeting.

5.9 Voting by Secret Ballot.

(a) **Votes Required by Secret Ballot**. Notwithstanding any other law or provision of the Governing Documents, the following votes of Unit Owners shall be conducted by secret ballot: (i) election of Board members; (ii) removal of Board members, or if the Declaration or Organizational Documents provide for election of officers by Unit Owners, the removal of officers; or (iii) Amendments to the Declaration or Governing Documents for which the vote or agreement of the Unit Owners is required.

(b) At a meeting of the Unit Owners held pursuant to this article 5, the secret ballots physically received by the Association must be opened and counted and the results of the secret ballots received by the Association by electronic means must be reviewed, announced, and recorded in the meeting minutes. A quorum is not required to be present when the secret ballots physically received by the Association are opened and counted or the results of the secret ballots received by the Association by electronic means are reviewed, announced, and recorded in the meeting minutes.

(c) The incumbent members of the Board and each person whose name is placed on the ballot as a candidate for membership on the Board may not possess, be given access to, or participate in the opening or counting of the secret ballots that the Association physically receives, or the collection of data regarding the secret ballots that the Association receives by electronic means, before those secret ballots have been opened and counted or reviewed, announced, and recorded in the meeting minutes, as applicable, at a meeting of the Association.

5.10 Suspension of Voting Rights. The Association may not suspend an Owner's right to vote who has failed to pay and Assessment.

ARTICLE 6 – BOARD OF DIRECTORS

6.1 Number of Directors. The affairs of the Association shall be managed and administered by a Board consisting of not less than three (3) nor more than nine (9) directors. Directors are also referred to herein as Board members. Except as limited by law or the Organizational Documents, the Board shall have the authority to act in all instances on behalf of the Association.

6.2 Performance of Duties. In the performance of their duties, officers and Board members must exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized, are subject to the conflict of interest rules governing directors and officers, and are entitled to the immunities from liability available to officers and directors

under chapter 24.06 RCW, regardless of the fact the Association is organized under chapter 24.03A RCW.

6.3 Election of Directors.

6.3.1 Election Notice. Notwithstanding any contrary provision in the Declaration or Organizational Documents, prior to an election of board members, the Association must provide notice to all Unit Owners of the following:

(a) The number of board positions that may be filled;
(b) The qualifications to be a board candidate, if any; and
(c) The process, manner, and deadline for submitting nominations.

6.3.2 Disqualification. If the Board determines that any nominee is not a qualified candidate, the Board shall notify the nominee of the basis for the disqualification, and the procedure for appealing the disqualification.

6.3.3 Secret Ballot. Election to the Board of Directors shall be by secret ballot at the annual meeting of the membership or any special meeting of the membership held for that purpose.

6.3.4 Plurality, No Cumulative Voting. Elections to the Board shall be by plurality, such that the persons receiving the highest number of votes shall be elected to the Board. Owners are not allowed to cumulate their votes for directors.

6.4 Taking Office. Board members and officers shall take office upon adjournment of the meeting at which they were elected or appointed or, if not elected or appointed at a meeting, at the time of such election or appointment, and shall serve until their successor takes office.

6.5 Term of Office. Each Director shall be elected and serve for a term of two (2) years, unless they sooner resign, or shall be removed, or otherwise be disqualified from holding office. In order to provide for staggered terms of office at least one director position shall come open for vote by the membership each year.

6.6 Directors Serve Until Successor is Elected or Appointed. Notwithstanding anything to the contrary herein, a director serves until said director's successor is elected or appointed, or until the director resigns, vacates, or is removed from his or her position on the Board. Any director may be elected to serve for an additional term or terms.

6.7 Vacancies. The Board may fill vacancies in its membership not resulting from removal by the Unit Owners for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Board members.

6.8 Removal.

(a) Prior to January 1, 2028, this subsection 6.8(a) shall apply with respect to removal of directors. The Unit Owners, by a two-thirds vote of the voting power of the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause. At any meeting at which a vote to remove a director is to be taken, the director being considered for removal must have a reasonable opportunity to speak before the vote. At any meeting at which a director is removed, the Owners entitled to vote for the director may immediately elect a successor director consistent with the Bylaws.

(b) After January 1, 2028, this subsection 6.8(b) shall apply with respect to removal of directors. Owners present in person, by proxy, by means of remote communication, or by absentee ballot at any meeting of the Owners at which a quorum is present may remove any director, with or without cause, if the number of votes in favor of removal cast by Owners entitled to vote for election of the director proposed to be removed is at least the lesser of: (a) a majority of the votes in the Association held by such Owners, or (b) two-thirds (2/3) of the votes cast by such Owners at the meeting. At any meeting at which a vote to remove a director is to be taken, the director being considered for removal must have a reasonable opportunity to speak before the vote. At any meeting at which a director is removed, the Owners entitled to vote for the director may immediately elect a successor director consistent with the Bylaws. Notwithstanding anything to the contrary herein, the Board may, without an Owner vote, remove from the Board a director or officer elected by the Owners if:

(i) the director or officer is delinquent in the payment of Assessments more than sixty (60) days, and

(ii) the director or officer has not cured the delinquency within thirty (30) days after receiving notice of the Board's intent to remove the director or officer.

(c) The Board may remove an officer elected by the Board at any time, with or without cause. The removal of an officer by the Board must be recorded in the minutes for Board meetings.

6.9 Compensation. No Board member shall receive compensation for any service such person may render as a Board member to the Association. Any Board member may be reimbursed for the Board member's actual expenses incurred in the performance of such Board member's responsibilities to the Association or expenses incurred on behalf of the Association, which shall not be considered compensation.

6.10 Restrictions on Board Action. The Board may not, without the vote or agreement of the Unit Owners:

(a) Amend the Declaration, except as expressly provided in the Declaration or by applicable law, including, without limitation, chapter 64.90 RCW, when and to the extent the provisions of such chapter becomes effective with respect to the Association;

(b) Amend the Organizational Documents of the Association;

(c) Terminate the Common Interest Community;

(d) Elect members of the Board, but the Board may fill vacancies in its membership not resulting from removal by the Members for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Board members; or

(e) Determine the qualifications, powers, duties, or terms of office of Board members.

6.11 Powers Delegated. The Board and officers may delegate to such persons as may be designated by the Board and to the Association's managing agent any rights or powers necessary or appropriate to effectuate a decision or action taken by the Board or the Unit Owners, or to effectuate any policy, resolution or directive of the Board, to the fullest extent permitted by law.

ARTICLE 7 – BOARD MEETINGS

The following requirements apply to meetings of the Board and committees authorized to act for the Board (collectively, for purposes of this article, the "Board"):

7.1 Notice and Meeting Materials.

(a) **Notice of Board Meetings.** Unless a Board meeting is included in a schedule given to the Unit Owners, the secretary or any other officer designated by the Board may provide notice of each Board meeting to each Board member and to the Unit Owners. The notice must be given at least fourteen (14) days before the meeting and must state the time, date, place, and agenda of the meeting. Notwithstanding the foregoing, notice of a meeting to address an event or condition that could not have been reasonably foreseen and for which it is impracticable to provide notice as otherwise required by this article must be given at least seven days before the meeting and by means of electronic communication to Unit Owners whose electronic address or phone number is known to the Association.

(b) **Distribution of Materials.** If any materials are distributed to the Board before the meeting, the Board must make copies of those materials reasonably available to the Unit Owners, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session. Materials may be made reasonably available to Unit Owners, including, without limitation, by posting to the Association's website, an electronic portal through which Unit Owners have access to such materials, or by electronic communication to Unit Owners whose electronic address is known to the Association.

7.2 Board Meetings.

(a) **Open Meetings.** Meetings of the Board must be open to the Unit Owners except during executive sessions, but the Board or committee may expel or prohibit attendance of any person who, after warning by the chair of the meeting, disrupts the meeting.

(b) **Location of Board Meetings.** All Board meetings must be at the Community or at a place convenient to the Unit Owners or may be held by telephonic, video, or

other conferencing process pursuant to subsection 7.2(c) below. A meeting within twenty miles of the Community is considered convenient to the Unit Owners.

(c) **Attendance by Telephonic or Other Means.** Fewer than all Board members may participate in a regular or special meeting by or conduct a meeting through the use of telephonic, video, or other conferencing process by which all Board members and participants can hear each other during the meeting. A Board member participating in a meeting by these means is deemed to be present in person at the meeting.

(d) **Informal Gatherings of the Board.** A gathering of members of the Board or committee at which the Board or committee members do not conduct Association business is not a meeting of the Board or committee. However, Board members and committee members may not use incidental or social gatherings to evade the open meeting requirements of this section.

(e) **Owner Comment Period.** At each Board meeting, the Board must provide a reasonable opportunity for Unit Owners to comment regarding matters affecting the Community or the Association. The Board must provide at least 15 minutes at the beginning of each meeting for Unit Owners to comment about agenda items before the Board votes. The Board may place reasonable time restrictions of not less than 90 seconds per Unit, except that the time per Owner per Unit may be reduced and allocated equally if more than 10 Unit Owners wish to comment.

7.3 Board Action.

(a) **Quorum.** A quorum of the Board is present at a meeting of the Board only if Board members entitled to cast a majority of the votes on the Board are present at the time the action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Board members present is the act of the Board. The same quorum and voting requirements apply to committees authorized to act for the Board.

(b) **Action by Unanimous Consent.** The Board may act by unanimous consent only to undertake ministerial actions, actions subject to ratification by the Unit Owners, or to implement actions previously taken at a meeting of the Board. A "ministerial" act means an act that is procedural, clerical, or mechanical in nature which does not involve the exercise of judgment or discretion. Ministerial actions expressly include such routine and customary actions as may be reasonably necessary to provide for the Association's ongoing business and affairs and which do not require action by the Board or the Owners. Ministerial actions include, but are not limited to: (i) Authorizing payment or the payment of invoices based on a contract or agreement already approved by the Board or the Association; (ii) The routine maintenance and repair of the Common Elements or Units which the Board is required to undertake on behalf of the Association, pursuant to the Governing Documents (provided such work does not require choosing between competing bids); (iii) Issuing delinquency notices and statements of accounts and collecting Assessments from Owners (excluding authorizing legal action); (iv) Sending notifications and communications to Owners or third parties, as required or authorized by the Governing Documents are applicable law; (v) Preparing meeting notices, ballots, proxies and other such documents related to a duly called meeting of the Board or the Association;(vi) Carrying out or otherwise causing to be performed actions consistent with established standards, policies, or procedures; and

(vii) Taking actions in accordance with an action approved by the Board or the Units Owners; (viii) Fulfilling an Owner's request to inspect or copy Association records; (ix) Renewing existing insurance policies to maintain coverage, provided the premiums remains within ten percent (10%) of the approved budget; (x) Filing the Annual Report with the Secretary of State or other required governmental filings; (xi) Taking immediate action to mitigate, stop, or prevent active or imminent damage to persons or property; (xii) Production and verification of resale certificates or payoff statements in connection with the sale or refinance of a Unit as required under the Acts; (xiii) Responding to lender questionnaires from mortgage lenders regarding the Association's insurance, budget, litigation status and other factual matters; (xiv) Maintaining and updating the list of Unit Owners and addresses as required by the records provisions of the Acts; (xv) Processing payroll and tax withholdings based on previously approved compensation packages. The approval of Board meeting minutes is also considered a ministerial act, if a draft of the meeting minutes are read at the meeting and a written objection is not made by a Board member within five (5) days of being provided with a written copy of the meeting minutes by the secretary or other officer of the Association. In the case of an objection to the meeting minutes, the Board shall hold a vote on whether to approve them, in whole or in part, at the next meeting of the Board.

(c) A Board member who is present at a Board meeting or at a meeting of a committee authorized to act for the Board at which any action is taken is presumed to have assented to the action taken unless the Board member's dissent or abstention to such action is lodged with the person acting as the secretary of the meeting before adjournment of the meeting or provided in a record to the secretary of the Association immediately after adjournment of the meeting. The right to dissent or abstain does not apply to a Board member who voted in favor of such action at the meeting.

(d) **No Proxy Voting by Board Members.** A Board member may not vote by proxy or absentee ballot.

(e) Even if an action by the Board is not in compliance with this article 7, it is valid unless set aside by a court. An action seeking relief for failure of the Board to comply with this article may not be brought more than 90 days after the minutes of the Board or committee meeting at which the action was taken are approved or the record of that action is distributed to Unit Owners, whichever is later.

7.4 Executive Session.

7.4.1 The Board and those committees authorized to act for the Board may hold an executive session only during a regular or special meeting of the Board or a committee.

7.4.2 An executive session may be held only to:

(a) Consult with the Association's attorney concerning legal matters;

(b) Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;

(c) Discuss labor or personnel matters;

(d) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the

review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or

(e) Prevent public knowledge of the matter to be discussed if the Board or committee determines that public knowledge would violate the privacy of any person.

7.4.3 A final vote or action may not be taken during an executive session.

7.5 Minutes. Minutes of all Board meetings or meetings of committees authorized to act for the Board, excluding executive sessions, must be maintained in a record. The decision on each matter voted upon at a Board meeting or at a meeting of a committee authorized to act for the Board must be recorded in the meeting minutes.

ARTICLE 8 – OFFICERS

8.1 Titles of Officers. The officers of the Association shall be a president, vice-president, secretary, and treasurer, and such other officers as the Board may appoint from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may establish. Two or more offices may be held by the same person, except the offices of president and secretary.

8.2 **Election of Officers and Term.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Unit Owners. The officers of the Association shall hold office for one (1) year unless an officer resigns sooner, or shall be removed, or otherwise disqualified to serve. Incoming officers shall take office upon adjournment of the meeting at which they were elected or appointed.

8.3 **Resignation and Removal**. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board, by majority vote, may remove any officer from office, with or without cause; provided that at any meeting at which a vote to remove an officer is to be taken, the officer being considered for removal must have a reasonable opportunity to speak before the Board votes. The removal must be recorded in the minutes of the meeting. At any meeting at which an officer is removed, the Board may immediately elect a successor officer.

8.4 **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced. However, appointed members may not compromise more than one-third of the Board.

8.5 **Responsibilities of Officers.** The officers shall have the following responsibilities and powers in connection with their office:

(a) **President.** The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and the Board of

Directors and shall see that orders and resolutions of the Board are carried out. The president shall have the authority to sign all contracts, leases, mortgages, deeds, and other written instruments and shall have the authority to co-sign all checks and promissory notes, unless the Board decides otherwise by majority vote.

(b) **Vice-President.** The vice-president shall take the place of the president and perform the duties of president whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the board of directors shall appoint some other member of the Board to do so on an interim basis. The vice-president shall also perform such other responsibilities, functions, or roles as determined by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; shall keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; shall serve or arrange for service of notices of meetings of the Board and of the Owners; shall keep, or cause to be kept, appropriate the records of the Association; and shall perform such other responsibilities, functions, or roles as determined by the Board.

(d) **Treasurer.** The treasurer shall supervise and cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as directed by action of the Board of Directors. The treasurer shall further have the authority to sign all checks and promissory notes of the Association; shall cause to be kept proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year (unless the Owners elect to waive the audit in accordance with applicable law); and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, including providing a copy of each to the Owners.

ARTICLE 9 – EMERGENCY

9.1 In this article, "emergency" means an event or condition or a state of emergency declared by a government for an area that includes the Community that constitutes an imminent:

(a) Threat to the health or safety of the public or residents of the Community;
(b) Threat to the habitability of Units; or
(c) Risk of substantial economic loss to the Association.

9.2 In an emergency, this article governs the authority of a Board to respond to the emergency. If another provision of RCW 64.38, RCW 64.90, or the Governing Documents is inconsistent with this article, this article prevails.

9.3 The Board may call a Unit Owner's meeting to respond to an emergency by giving notice to the Unit Owners in a manner that is practicable and appropriate under the circumstances.

9.4 The Board may call a Board meeting to respond to an emergency by giving notice to the Unit Owners and Board members in a manner that is practicable and appropriate under the

circumstances. A quorum is not required for a meeting under this article. After giving notice under this article, the Board may take action by vote without a meeting.

9.5 In an emergency, the Board may, without regard to limitations in the Governing Documents, take action it considers necessary, as a result of the emergency, to protect the interest

s of the Unit Owners and other persons holding interests in the Community, acting in a manner reasonable under the circumstances.

9.6 If, under subsection (5) of this article, the Board determines by a two-thirds vote that a special assessment is necessary:

(a) The assessment becomes effective immediately or in accordance with the terms of the vote; and

(b) The Board may spend funds paid on the assessment only in accordance with the action taken by the Board.

9.7 The Board may use funds of the Association, including reserves, to pay the reasonable costs of an action under subsection (5) of this article.

9.8 After taking an action under this article 9, the Board shall promptly notify the Unit Owners of the action in a manner that is practicable and appropriate under the circumstances.

ARTICLE 10 – FISCAL YEAR AND ASSESSMENTS

10.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year.

10.2 Assessments. Each Owner of a Unit within the Association's jurisdiction (i.e., within South Bay) by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Assessments to the Association as authorized by the Governing Documents and permitted by law. The Association has a lien on each Unit for any unpaid Assessment against the Unit from the time such Assessment is due. Common expense assessments, included in any budget of the Association, shall be paid on such annual, quarterly, monthly, or other periodic basis as specified in the budget. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum or in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the maximum amount of interest that can be charged by law.. In addition to interest, the Board may assess a reasonable charge for the late payment of Assessments in accordance with the Governing Documents and applicable law. The Association may commence and pursue legal action to recover unpaid Assessments from an Owner and/or to foreclose the Association's lien against the Owner's Unit. The Association is entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgment. The Association is also entitled to recover costs and reasonable attorneys' fees in such suits, including

any appeals, if it prevails on appeal and in the enforcement of a judgment. No Owner may waive or otherwise escape liability for the payment of Assessments by nonuse of the Common Elements or abandonment of their Unit.

10.3 Fines. The Association may assess monetary penalties or fines against an Owner, or the tenants or occupants of an Owner's Unit, for violation of the Association's Governing Documents. Any such fines or penalties charged by the Association to a Unit Owner are an Assessment, shall constitute a lien against such Owner's Unit, and shall be enforceable in the same manner as other Assessments.

10.4 Special Use Fees. The Association has the right to charge reasonable Special Use Fees for the use of any Recreational Facilities situated upon the Master Association Land or Common Areas. Special Use Fees shall be uniform among Members of the Association, but may vary among Associate Members and others permitted to use any of the facilities depending on the circumstances and at the discretion of the Board. Any Special Use Fees charged by the Association to a Unit Owner are an Assessment, shall constitute a lien against such Owner's Unit, and shall be enforceable in the same manner as other Assessments.

10.5 Transfer Fee. Upon the transfer of a Unit, the Association may charge the transferee (i.e. the person acquiring the Unit) an administrative fee related to the issuance or reissuance of new Membership cards, updating Association records, and other administrative costs resulting from a change in ownership of a Unit. The transfer fee shall be adopted by the Board and set forth in the Association's collection policies and procedures. The transfer fee is an Assessment which shall be assessed against the Owner to whom the Unit was transferred or conveyed, shall constitute a lien against such Owner's Unit, and shall be enforceable in the same manner as other Assessments.

10.6 Costs for Repairs and Maintenance. In the event that the need for maintenance or repairs is caused through the willful or negligent act of omission of any Owner, or an occupant of an Owner' Unit, or their guests or invitees, the cost of such maintenance or repair may, in the discretion of the Board, be charged directly to the Owner of the Unit and shall be payable in accordance with the time period established by the Board. In addition to being the personal obligation of the Unit Owner, such costs shall constitute a lien against such Owner's Unit and shall be enforceable in the same manner as other Assessments.

10.7 Suspension of Membership Privileges.

10.7.1 For Nonpayment. The Association may suspend any right or privilege of a Unit Owner who fails to pay an Assessment, including the right to use the Master Association Land, Common Areas, and Recreational Facilities. In accordance with subsections 3.3(x) and 3.3(y) of these Bylaws, any such suspension must not exceed one business day after the Association receives full payment of the delinquent Assessment.

10.7.2 For Infractions. Pursuant to Section 3.1.2 of the Declaration, the Association may suspend a Unit Owner's right to use the Master Association Land, Common Areas, and Recreational Facilities for a period not to exceed sixty (60) days for any infraction of the Declaration, Supplemental Declaration or Rules and Regulations, and such suspension shall continue for successive sixty (60) day periods if any such infraction is not corrected during any

prior sixty (60) day suspension period

10.7.3 Limitations. Notwithstanding the foregoing such suspensions may not: (i) deny a Unit Owner or other occupant access to the Owner's Unit, or any limited common elements allocated only to that Unit, or any Common Elements necessary to access the Unit; or (ii) result in the withholding of services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

ARTICLE 11 – ASSOCIATION BUDGET & FINANCIAL STATEMENTS

11.1 Assessments for Common Expenses and those specially allocated expenses that are subject to inclusion in a budget must be made at least annually based on a budget adopted at least annually by the Association in the manner provided in RCW 64.90.525 and this article 11. In accordance with the procedures set forth below, during the last calendar quarter of each fiscal year, the Association shall adopt and ratify a budget to pay Common Expenses and specially allocated expenses that are subject to inclusion in the budget for the next year, including, but not limited to, all costs related to: The management and administration of the Association's affairs; Common Expenses; Services furnished to the Association; Taxes; Liability and other insurance; Common utilities; and, the funding of reserves (if any) established by the Association.

11.2 A pro forma budget for the ensuing fiscal year shall be available for distribution to the Members not less than sixty (60) days before the beginning of the fiscal year. Within thirty (30) days after adoption by the Board of any proposed budget for the Association, the Board must provide a copy of the budget to all Unit Owners and must set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments against the Units included in the budget are ratified, whether or not a quorum is present. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board.

11.3 The budget must include:

(a) The projected income to the Association by category;

(b) The projected Common Expenses and those specially allocated expenses that are subject to being budgeted, both by category;

(c) The amount of the assessments per Unit and the date the assessments are due;

(d) The current amount of regular assessments budgeted for contribution to the reserve account;

(e) A statement of whether the Association has a reserve study that meets the requirements of RCW 64.38.070 or RCW 64.90.550, as the case may be, and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and

(f) The current deficiency or surplus in reserve funding expressed on a per Unit basis.

11.4 The Board, at any time, may propose a special assessment. The assessment is effective only if the Board follows the procedures for ratification of a budget described in section

11.2 of this article 11 and the Unit Owners do not reject the proposed assessment. The Board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

11.5 General assessments and special assessments for common expenses, excluding any specially allocated expenses, costs, fines, charges or fees not subject to inclusion in the budget, shall only be levied pursuant to the requirements and procedures outlined in this section and RCW 64.90.525, as the same may be amended from time to time.

11.6 Financial Statements and Audit.

11.6.1 The Association must prepare, or cause to be prepared, at least annually, a financial statement of the Association in accordance with accrual based accounting practices and generally accepted accounting principles.

11.6.2 The financial statements of the Association must be audited by a certified public accountant, at least annually, unless the Owners elect to waive such audit in accordance with applicable law.

11.6.3 The Association must keep all funds of the Association in the name of the Association with a qualified financial institution, except as provided in RCW 64.90.535. The funds must not be commingled with the funds of any other Association or with the funds of any managing agent of the Association or any other person, or be kept in any trust account or custodial account in the name of any trustee or custodian.

11.6.4 A managing agent who accepts or receives funds belonging to the Association must promptly deposit all such funds into an account maintained by the Association as provided in subsection 11.6.3 of this section or RCW 64.90.535, as appropriate.

ARTICLE 12 – RULES AND REGULATIONS

12.1 The Board or the Association's membership is authorized to adopt, amend, and repeal rules and regulations.

12.2 Before adopting, amending, or repealing any rule, the Board must give all Owners notice of:

(a) Its intention to adopt, amend, or repeal a rule;

(b) The text of the rule or the proposed change; and

(c) A date on which the Board will act on the proposed rule or amendment after considering comments from the Owners.

12.3 Following adoption, amendment, or repeal of a rule, the Board must give notice to the Owners of its action and must provide a copy of any new or revised rule.

12.4 The Association's internal business operating procedures need not be adopted as rules

12.5 Every rule must be reasonable.

12.6 The Association may enforce the Governing Documents and, after notice and

opportunity to be heard, impose and collect reasonable fines for violations of the Governing Documents in accordance with a previously established schedule of fines adopted by the Board of Directors and furnished to the Owners pursuant to the requirements for notice in this article.

12.7 Notice of Transfer. Each Unit Owner, within ten (10) days of acquiring title to a Unit in the Community, shall notify the Association of such transfer of ownership by providing the following information to the Board or the Association's managing agent: (a) the date of the sale or transfer; (b) the names of the new owners; (c) the address of the Unit acquired; (d) the address, including any electronic address (i.e. email address) where the new Owner elects to receive notices from the Association; and (e) the Unit Owner's telephone number.

ARTICLE 13 – COMMITTEES

13.1 Architectural Review Committee. The Declaration establishes and provides for an Architectural Review Committee ("ARC"). The Board may appoint members to the ARC as provided for in the Declaration. The ARC shall consist of not less than three (3) nor more than five (5) members who are not required to be architects or Owners

13.1.1 Exercise of Board Authority. Any committee authorized to exercise any power reserved to the Board must include at least two (2) Board members. Only the Board members serving on such a committee shall have voting power.

13.1.2* Advisory Status. If the ARC does not include at least two (2) Board members with exclusive voting power, the ARC shall be advisory only. In such cases, any recommendation or determination made by the ARC must be ratified by the Board to become an effective act of the Association.

13.2. Other Committees. The Board may appoint such other committees as it deems appropriate in carrying out the purposes of the Association. All committees of the Association must be appointed by the Board.

13.2.1 Committees of the Board. Any committees authorized to exercise any power reserved to the Board must include at least two (2) Board members who shall have exclusive voting power for that committee.

13.2.2 Advisory Committees. Committees appointed by the Board that do not include at least two (2) Board members may not exercise the authority of the Board and are advisory only.

13.3 Committee Procedures. Committees authorized to act for the Board are subject to the same meeting notice requirements, meeting procedures, and voting standards as for Board meetings.

ARTICLE 14 - RESERVE STUDY

14.1 Reserve Study. Unless exempt under section 14.2 below, the Association must prepare and update a reserve study in accordance with this article 14. An initial reserve study must

*13.1.2 effective 1-1-2028

be prepared by a Reserve Study Professional and based upon either a Reserve Study Professional's visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both when construction of some but not all of the improvements is complete. An updated reserve study must be prepared annually. An updated reserve study must be prepared at least every third year by a Reserve Study Professional and based upon a visual site inspection conducted by the Reserve Study Professional.

14.2 Exemptions. The reserve study requirements in section 14.1 do not apply if (a) the Association has only nominal reserve costs, or (b) the cost of a reserve study or update exceeds ten percent (10%) of the Association's annual budget.

14.3 "Nominal reserve costs" means the current estimated total replacement costs of the reserve components are less than seventy-five percent (75%) of the annual budgeted expenses of the Association, excluding contributions to the reserve fund.

ARTICLE 15 –NOTICE

15.1 Notice. The following provisions shall apply with respect to notices until January 1, 2028.

15.1.1 Notwithstanding any inconsistent provision in the Governing Documents, notice to the Association, board of directors, or any Unit Owner or occupant of a Unit under these Bylaws or RCWs 64.38 and 64.90, shall be in writing and shall be provided to the recipient by personal delivery, public or private mail or delivery service, or by Electronic Transmission as provided in this section 15.1: Provided that, if these Bylaws, RCW 64.38, or RCW 64.90 (but only to the extent RCW 65.90 is effective as to the Association) requires different or additional notice requirements for particular circumstances, those requirements shall apply.

15.1.2 Notice in a tangible medium shall be provided as follows:

(a) Notice to the Association or Board shall be addressed to the Association's registered agent at its registered office, to the Association at its principal office shown in its most recent annual report, or to an address provided by the Association to the Unit Owners.

(b) Notice to a Unit Owner or occupant shall be addressed to the Unit address unless the Unit Owner has requested, in a writing delivered to the Association, that notices be sent to an alternate address.

15.1.3 Notice in an Electronic Transmission shall be provided as follows:

(a) Notice to Board members or Unit Owners by Electronic Transmission is effective only upon those who have consented, in the form of a record, to receive electronically transmitted notices and have designated in the consent the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of these Bylaws and applicable law. An Owner's consent under this subsection 15.1.3(a), and any other notice in the form of a record delivered to the Association from time to time, may indicate whether the Owner elects to keep the Owner's electronic address confidential and exempt from disclosure by the Association pursuant to subsection 16.2(b)(ii). Failure to deliver such notice permits disclosure by the Association.

(b) Notice under this subsection includes any materials that accompany the notice.

(c) Owners who have consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in writing.

(d) The consent of any Unit Owner is revoked if the Association is unable to electronically transmit two consecutive notices and this inability becomes known to the secretary of the Association or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

(e) Notice to Unit Owners who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Owner separate notice of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

15.1.4 Notice is effective as follows:

(a) Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

(b) Notice provided in an Electronic Transmission is effective as of the date it:

(i) Is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or

(ii) Has been posted on an electronic network and a separate notice of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

15.1.5 The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

15.1.6 This section modifies, limits, and supersedes the federal electronic signatures in global and national commerce act,

15.2 Replacement of Section 15.1. Section 15.1 of these Bylaws as printed above shall be replaced with a new section 15.1 as set forth on Exhibit A to these Bylaws, effective January 1, 2028 or upon the Association becoming subject to the notice provisions set forth in RCW 64.90.515. On January 1, 2028, the Board of Directors may cause this section 15.2 to be deleted from the Bylaws, without further notice to or vote of the Unit Owners.

ARTICLE 16 – RECORDS OF THE ASSOCIATION

16.1 The Association must retain the following:

(a) The current budget, detailed records of receipts and expenditures affecting the operation and administration of the Association, and other appropriate accounting records within the last seven years;

(b) Minutes of all meetings of its Unit Owners and Board other than executive sessions, a record of all actions taken by the Unit Owners or Board without a meeting, and a record of all actions taken by a committee in place of the Board on behalf of the Association;

(c) The names of current Unit Owners, addresses used by the Association to communicate with them, and the number of votes allocated to each Unit;

(d) The Association's original or restated Declaration, Organizational Documents, all amendments to the Declaration and Organizational Documents, and all rules currently in effect;

(e) All financial statements and tax returns of the Association for the past seven years;

(f) A list of the names and addresses of its current board members and officers;

(g) The Association's most recent annual report delivered to the secretary of state, if any;

(h) Copies of contracts to which it is or was a party within the last seven years;

(i) Materials relied upon by the Board or any committee to approve or deny any requests for design or architectural approval for a period of seven years after the decision is made;

(j) Materials relied upon by the Board or any committee concerning a decision to enforce the Governing Documents for a period of seven years after the decision is made;

(k) Copies of insurance policies under which the Association is a named insured;

(l) Any current warranties provided to the Association;

(m) Copies of all notices provided to Unit Owners or the Association in accordance with this chapter or the Governing Documents;

(n) Ballots, proxies, absentee ballots, and other records related to voting by Unit Owners for one year after the election, action, or vote to which they relate;

(o) the preforeclosure information required by RCW 64.38.100(1) or RCW 64.90.485(21);

(p) Originals or copies of any plans and specifications delivered by the Declarant;

(q) Originals or copies of any instruments of conveyance for any Common Elements included within the common interest Community but not appurtenant to the Units delivered by the Declarant;

(r) Originals or copies of any permits or certificates of occupancy for the Common Elements in the common interest Community delivered by the Declarant; and

(s) Financial and other records sufficiently detailed to enable the Association to comply with applicable law;

16.2 Examination and Copying.

(a) Subject to sections 16.3 through 16.5 of this article, and except as provided in (b) of this section 16.2, all records required to be retained by the Association must be made available for examination and copying by all Unit Owners, holders of Mortgages on the Units, and their respective authorized agents as follows, unless agreed otherwise:

(i) During reasonable business hours and at the offices of the Association or its managing agent, or at a mutually convenient time and location; and

(ii) Upon 10 days' notice unless the size of the request or need to redact information reasonably requires a longer time, but in no event later than 21 days without a court order allowing a longer time.

(b) The list of Unit Owners required to be retained by an Association under subsection 16.1(c) of this section is not required to:

(i) Be made available for examination and copying by holders of mortgages on the Units; or

(ii) Contain the electronic addresses of Unit Owners who have elected to keep such addresses confidential pursuant to subsection 15.1.3 of these Bylaws.

16.3 Records retained by an Association must have the following information redacted or otherwise removed prior to disclosure:

(a) Personnel and medical records relating to specific individuals;

(b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;

(c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;

(d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Governing Documents;

(e) Legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with the managing agent or other agent of the Association;

(f) Information the disclosure of which would violate a court order or law;

(g) Records of an executive session of the Board;

(h) Individual Unit files other than those of the requesting Unit Owner;

(i) Unlisted telephone number of any Unit Owner or resident, electronic address of any Unit Owner that elects to keep such electronic address confidential, or electronic address of any resident;

(j) Security access information provided to the Association for emergency purposes;

(k) Agreements that for good cause prohibit disclosure to the Members; or

(l) Any information which would compromise the secrecy of a ballot cast under section 5.9 of these Bylaws.

16.4 In addition to the requirements in section 16.3, an Association must, prior to disclosure of the list of Unit Owners required to be retained by an Association under subsection 16.1(c) of this article, redact or otherwise remove the address of any Unit Owner or resident who is known to the Association to be a participant in the address confidentiality program described in chapter 40.24 RCW or any similar program established by law.

16.5 Fees for Copies and Supervision.

(a) Except as provided in (b) and (c) of this section, an Association may charge a reasonable fee for producing and providing copies of any records under this article and for supervising the Unit Owner's inspection of records.

(b) A Unit Owner is entitled to receive a free annual electronic or written copy of the list retained under subsection 16.1(c) of this article from the Association.

(c) A Unit Owner is entitled to receive a free electronic or paper copy of the preforeclosure information retained under subsection 16.1(o) of this article from the Association which must be provided in English and any other language indicated as a preference for correspondence by a Unit Owner. Translation inaccuracies shall not diminish a good faith effort to provide preforeclosure information in a preferred language other than English.

16.6 A right to copy records under this article includes the right to receive copies by photocopying or other means, including through an Electronic Transmission if available upon request by the Unit Owner.

16.7 The Association is not obligated to compile or synthesize information.

16.8 Information provided pursuant to this article 16 may not be used for commercial purposes.

16.9 This article applies to records in the possession of the Association on July 23, 2023, and to records created or maintained after July 23, 2023. The Association has no liability under this article for records disposed of prior to July 23, 2023.

ARTICLE 17 – INDEMNIFICATION

17.1 Indemnification. Each director, officer, committee member, and Owner who, at the request of the Board or of an officer, is working on behalf of or assisting the Association at the time of the matter, event, or incident giving rise to the issue of indemnification, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, so long as such person acted in good faith and reasonably believed their conduct was in the Association's best interest and except to the extent such expenses and liabilities (including deductibles and retentinos) are not actually paid by the Association's insurance and except in such proceedings wherein such person is:

(a) Adjudged guilty of intentional misconduct or a knowing violation of law in the performance of such person's duties;

(b) Involved in any transaction from which the person will personally receive a benefit in money property, or services to which such person is not legally entitled; or

(c) Liable for an unlawful distribution pursuant to RCW 24.03A.610 (or RCW23B.08.310 to the extent effective to the Association

Provided that, in the event of settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner in which such person reasonably believed to be in the best interests of the Association.

17.2 Statutory Consistency. It is the intent of this Article to provide the broadest indemnification permitted by law. To the extent the indemnification provisions of the Washington Business Corporation Act (RCW 23B) are made applicable to the Association via RCW 64.90.405, those broader protections are hereby incorporated by reference.

17.3 Effect on Other Rights. The right to indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, covenant, agreement, statute, vote of Owners or disinterested directors, or otherwise. Said right of indemnification shall continue as to a person who has ceased serving in a capacity described in section 17.1, and shall inure to the benefit of the heirs, executors, and administrators of that person.

17.4 Insurance. The Board may, by majority vote, cause the Association to purchase and maintain insurance on behalf of any person who is or was a director, Board member, officer, employee, or agent of the Association, or who is or was serving at the request of the Association, against any expense, liability, or loss, whether or not the Association would have the power to indemnify such person against such expense, liability, or loss under applicable state law.

ARTICLE 18 – ENFORCEMENT AND ATTORNEYS' FEES

18.1 Enforcement. The Association, acting by and through its Board, or any Owner acting on its own behalf, may bring an action to enforce a right granted or obligation imposed by the Governing Documents.

18.2 Additional Rights. In addition to any other rights authorized by the Governing Documents and applicable law, the Board may, after notice and opportunity to be heard, take any of the following actions against any person who fails to comply with the Governing Documents and the proper decisions of the Board:

(a) Require an Owner, at such Owner's expense, to stop work on, and remove, any improvement, alteration, modification, or changes to such Owner's Unit or other areas of the Community determined to be in violation of the Governing Documents and to restore the Unit or the other areas to their previous condition; and

(b) Suspend any right or privilege of a Unit Owner who fails to pay an Assessment, but the Association may not (i) deny the Unit Owner or other Occupant access to the Owner's Unit; or (ii) suspend a Unit Owner's right to vote.

18.3 Attorneys' Fees. The Association and any Owner shall be entitled to recover any costs and reasonable attorneys' fees incurred to enforce a right granted or obligation imposed under RCW 64.38 or RCW 64.90 (to the extent RCW 64.90 is applicable to the Association) or the Governing Documents, whether or not such enforcement action results in suit being commenced or prosecuted to judgment. This provision includes, without limitation, attorneys' fees and costs incurred in the enforcement and collection of delinquent Assessments from Owners.

18.4 Binding Effect. All Owners, tenants of such Owners, employees of such Owners and tenants, and any other person that may in any manner use the property, or any portion thereof, shall be subject to the Declaration, these Bylaws, and Rules and Regulations of the Association, as the same may be adopted or amended, from time to time. All agreements, decisions, and determinations made by the Association pursuant to the provisions of these Bylaws, and in accordance with the voting percentages herein, and the Declaration, shall be deemed to be binding on the Unit Owners.

ARTICLE 19 - AMENDMENTS

These Bylaws may be amended, in whole or in part, by a vote of the Owners, in person or by proxy, and by absentee ballot pursuant to subsection 5.5(c), or by ballot without a meeting pursuant to section 5.7 if a majority of the votes cast approve the amendment. Approval by ballot to amend these Bylaws, without a meeting, is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at the meeting authorizing the amendment. The text of any proposed amendment to the Bylaws shall be provided with the meeting notice or with the mailing of the notice required for voting by ballot without a meeting.

This AMENDED AND RESTATED BYLAWS of South Bay Community Association were adopted and approved by a majority of each class of membership present, in person or by proxy, at a quorate meeting of the Association held on the 15 day of July, 2026.

South Bay Community Association

By: Carolyn O'Keeffe
Print Name: CAROLYN O'KEEFFE
President of South Bay Community Association

07/17/26
Date

ATTESTATION

ATTEST: the foregoing Amended and Restated Bylaws were properly adopted

By: Donna Colosky
Print Name: DONNA COLOSKY
Secretary of South Bay Community Association

07/17/26
Date

Exhibit A

15.1 Notice (Effective January 1, 2028). The following provisions shall apply with respect to notices after January 1, 2028.

15.1.1 Notice to the Association, Board, or any Owner or occupant of a Unit must be provided in the form of a record.

15.1.2 Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice.

(a) Notice in a tangible medium to the Association may be addressed to the Association's registered agent at its registered office, to the Association at its principal office shown in its most recent annual report or provided by notice to the Unit Owners, or to the president or secretary of the Association at the address shown in the Association's most recent annual report or provided by notice to the Unit Owners.

(b) Notice in a tangible medium to a Unit Owner or occupant must be addressed to the Unit address unless the Unit Owner or occupant has requested, in a record delivered to the Association, that notices be sent to an alternate address or by other method allowed by this section and the Governing Documents.

15.1.3 Notice may be provided in an Electronic Transmission as follows:

(a) Notice to Unit Owners or Board members by Electronic Transmission is effective only upon Unit Owners and Board members who have consented, in the form of a record, to receive electronically transmitted notices and have designated in the consent the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of chapter 64.90 RCW and applicable law. An Owner's consent under this subsection 15.1.3(a), and any other notice in the form of a record delivered to the Association from time to time, may indicate whether the Owner elects to keep the Owner's electronic address confidential and exempt from disclosure by the Association pursuant to RCW 64.90.495(2). Failure to deliver such notice permits disclosure by the Association.

(b) Notice to Unit Owners or Board members under this subsection includes material that chapter 64.90 RCW or the Governing Documents requires or permits to accompany the notice.

(c) A Unit Owner or Board member who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in the form of a record.

(d) The consent of any Unit Owner or Board member is revoked if: The Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the secretary of the Association or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

(e) Notice to Unit Owners or Board members who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Unit Owner or Board member a separate record of the posting, together with

comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(f) Notice to the Association in an Electronic Transmission is effective only if the Association has designated in a record an address, location, or system to which the notices may be electronically transmitted.

15.1.4. Notice may be given by any other method reasonably calculated to provide notice to the recipient.

15.1.5 Notice is effective as follows:

(a) Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

(b) Notice provided in an Electronic Transmission is effective as of the date it:

(i) Is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or

(ii) Has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

15.1.6 The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

15.1.7 If chapter 64.90 RCW prescribes different or additional notice requirements for particular circumstances, those requirements govern.