

**BYLAWS OF  
ASHBURY, A CONDOMINIUM OWNERS ASSOCIATION**

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**BYLAWS OF  
ASHBURY, A CONDOMINIUM  
OWNERS ASSOCIATION**

Article 1  
**OBJECT AND DEFINITIONS**

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

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

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

Article 2  
**MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION**

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

2.2 Additional Administrative Provisions.

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

(a) In the case of election of Board Members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all Owners. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date, the Secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board members to be elected, stating the names of all persons nominated by the Board and by the Members on or before said specified date, stating that each Owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which notice shall include a proposed written resolution setting forth a description of the

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

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

2.2.2 Adjourned Meeting. If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

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

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

### Article 3 MANAGEMENT OF CONDOMINIUM

3.1 In General. The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant. Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board pursuant to the terms of Article 10 of the Declaration (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote).

3.2 Additional Provisions Regarding Board.

3.2.1 Election and Term of Office. The members of the first Board elected entirely by the Unit Owners (other than by an election held when Declarant still owned all of the Units) shall serve terms of office as follows: one (1) director shall serve for a term of one year, one (1) for a term of two years, and (1) for a term of three years (the Board members determining by whatever method they deem appropriate the terms of each initial member). At each annual meeting after the initial Board is elected, the Association members shall elect to a three-year term one new director for each director whose term shall have expired that year. The number of directors or their term of office may be changed by amendment of these Bylaws.

3.2.2 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

3.2.3 Organizational Meeting. The first meeting of a newly elected Board shall be held immediately

following the annual meeting and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

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

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

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

3.2.7 Board Fees. Each Board member shall receive such sum, as the Owners may from time to time determine, for attendance at a regular or special meeting of the Board.

#### Article 4 OFFICERS

4.1 Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board, annually.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice President need not be filled. The Board may elect officers from among its members, or otherwise.

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

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

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

4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing

addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Apartment owned by such Member. Such list shall be opened to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

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

4.9 Assistant Treasurer. The Board may appoint one (1) or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

#### Article 5 ADOPTION OF BYLAWS AND AMENDMENTS

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

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

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

6.2 Registration of Mailing Address. The Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the Unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

#### Article 7 NONPROFIT ASSOCIATION

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

Member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Article 8  
FISCAL YEAR

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

DATED as of ~~November 8, 1999~~ FEB. 16, 2000

DECLARANT: Portsmouth, L.L.C.

  
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Kent Angier Vice-President

**AMENDMENT TO BYLAWS OF  
ASHBURY, A CONDOMINIUM  
OWNERS ASSOCIATION**

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**AMENDMENT TO BYLAWS OF  
ASHBURY, A CONDOMINIUM OWNERS ASSOCIATION**

WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended, entitled DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR ASHBURY, A CONDOMINIUM, was recorded on February 18, 2000, under Recording No. 20000218000264, in the records of King County, State of Washington, together with the Survey Map and Plans recorded in Volume 161 of Condominiums, at pages 88 through 95, inclusive, under Recording No. 20000218000263, in records of King County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instruments recorded in the records of King County, State of Washington, on March 2, 2000, under Recording No. 20000302001184, on June 6, 2000, under Recording No. 20000606001474, and on November 8, 2000, under Recording No. 20001108000781; and

WHEREAS, Bylaws for the governance of the Ashbury, A Condominium Owners Association (the "Association") were duly adopted by the Declarant on the 16th day of February, 2000; and

WHEREAS, pursuant to Paragraph 9.5.1 of the Declaration and Paragraph 2.2.1 of the Bylaws, after not less than twenty (20) days prior notice to all of the Owners entitled to vote thereon duly given, not less than Fifty-One Percent (51%) of the Unit Owners have voted in writing to amend the Bylaws as hereinafter set forth;

NOW THEREFORE, the President and the Secretary of Ashbury, A Condominium Owners Association certify the Bylaws to have been amended in the following particulars:

*A. By adding the following new Article 9 to the Bylaws:*

**ARTICLE 9 DUE PROCESS RULES ENFORCEMENT PROCEDURES**

9.1 Board of Directors to Designate Hearing Board.

9.1.1 Composition. The Hearing Board shall be comprised of three (3) persons designated by the Board of Directors of the Association. The Members of the Hearing Board may be appointed by the Board at its annual meeting or at any other regular or special meeting of the Board, or may be appointed on an *ad hoc*, as needed basis. The Board may also from time to time designate a person or persons to serve as Alternate Members of the Hearing Board to be available in the event of the temporary absence or disqualification of a member of the Hearing Board.

9.1.2 Temporary Hearing Board. By a majority vote of the Board, the Board may decide to have a complaint pursuant to this Article heard by a Temporary Hearing Board composed of three persons designated by the Board, who may, but need not be Unit Owners or members of the Board of Directors. In the alternative, in its discretion, the Board may decide to have a complaint pursuant to this Article heard or Temporary Hearing Officer who is an impartial outside arbitrator or an impartial community association attorney chosen by the Board. For all purposes, the powers and the duties of a Temporary Hearing Board or Temporary Hearing Officer shall be identical to those of the Hearing Board in connection with any matter referred to it by the Board, and all references in these Bylaws to the Hearing Board shall be deemed to include any Temporary Hearing Board or Temporary Hearing Officer.

9.1.3 Temporary Absence of Members. If any Hearing Board Member is or expects to be temporarily unable to carry out the responsibilities of his or her office for a period of thirty (30)



days or longer, that Member shall notify the Chairperson who may request an Alternate to serve in his or her place during the period of the absence. The Chairperson shall also appoint an Alternate to participate in the proceedings of the Hearing Board in the place of a Member when a Member disqualifies himself or herself on a particular matter.

9.1.4 Authority. The Hearing Board is authorized and empowered to hear and determine all complaints concerning violations by any person (the "Respondent"), including a Unit Owner, a Unit occupant, and the Association, of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The Hearing Board is further authorized and empowered to impose a fine as provided in Sub-Paragraph 9.3.5.3 of the Bylaws in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents, and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter.

9.1.5 Officers. The Hearing Board shall select a Chairperson of the Hearing Board and a Secretary of the Hearing Board. If no other person has been selected to act as Secretary of the Hearing Board, the Managing Agent shall act as Secretary of the Hearing Board, but shall not be a voting member thereof. If either the Chairperson or Secretary is replaced by an Alternate as provided in Paragraph 9.1.3, or a Temporary Hearing Board is designated as provided in Paragraph 9.1.2, the members of the Hearing Board shall elect a Chairperson *Pro Tem* and/or Secretary *Pro Tem* as the case may be. If a Temporary Hearing Officer has been appointed, he or she shall perform the functions of the Chairperson, and the Managing Agent shall serve as Secretary of the Hearing Board, but shall not be a voting member thereof.

## 9.2 Pre-Hearing Procedure.

9.2.1 Informal Dispute Resolution Procedure. It is intended that an informal process be followed prior to the initiation of a formal hearing process against a Unit Owner or other occupant of a Unit. To that end, any Unit Owner, employee or agent of the Association has the authority to request that a Unit Owner or occupant of any Unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The informal request must be made, either verbally or in writing, prior to initiation of the formal hearing process.

9.2.2 Written Complaint. If the dispute or violation is not resolved informally as provided for under Paragraph 9.2.1, the formal hearing process may be initiated by filing a written complaint by or with the Managing Agent of the Association or the Secretary of the Hearing Board. The complaint may be filed by any Unit Owner or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (the "Complainant"). The complaint shall be signed by the Complainant and shall contain a written statement of the charges setting forth in ordinary language the acts or omissions with which the Respondent is charged. In order to allow the Respondent to prepare a defense, the complaint shall identify the specific provisions of the Governing Documents or decision of the Board which the Respondent is alleged to have violated and shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint shall also set forth the efforts which were made to resolve the matter informally as provided in Paragraph 9.2.1.

9.2.3 Service of Complaint and Notice. Within a reasonable period after receipt of the complaint, the Secretary shall cause it, together with a Notice of Respondent's Rights and Hearing (the "Hearing Notice"), to be served upon the Respondent, at the Unit address or at such other address which the Respondent has requested in writing that the Association use for the purpose of notices. The

Hearing Notice shall be in substantially the form contained in Appendix A but may contain additional information. Service of the complaint and Hearing Notice shall be by leaving same with the Respondent personally, by leaving same with a person of suitable age and discretion at the Respondent's residence or by first class mail. If service is by personal service, the Secretary or other person accomplishing same shall file a declaration under penalty of perjury with the Secretary stating the person served and the time and place at which service was had. If service is by mail, the Secretary shall prepare a declaration under penalty of perjury stating the time and place at which the complaint and Hearing Notice were deposited in the United States mail with first class postage prepaid and further stating the person and place to which same was addressed. Service by mail shall be deemed to have been made three (3) days after mailing. Service of the complaint and Hearing Notice shall be made at least ten (10) days before the hearing date. A copy of the Hearing Notice shall also be served on the Complainant at least ten (10) days before the hearing date. No order adversely affecting the rights of the Respondent shall be made in any case unless the Respondent shall have been served as provided for in the Bylaws. Service upon the Association shall be made by service upon the Secretary, President or Managing Agent of the Association.

9.2.4 Rescheduled Hearing. If the Complainant or Respondent can show good and sufficient reason why they cannot attend the hearing, they must notify the Secretary of the Hearing Board at least forty-eight (48) hours prior to the originally scheduled hearing except in cases of unexpected emergency. The Hearing Board shall reschedule the hearing if, in its discretion it determines that good cause has been shown.

9.2.5 Objections to Complaint. Any objection to the complaint on the grounds that the Hearing Board has no jurisdiction over the acts or omissions alleged in the complaint or that the complaint is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare a defense must be presented to the Hearing Board in writing within seven (7) days of the date on which the complaint is served on the Respondent. The Respondent shall also serve a copy of the objections on the Complainant within that time period. If the Hearing Board determines, either as a result of an objection or on its own initiative, that the complaint is insufficient, the complaint will be returned to the Complainant with a letter stating the reason for the rejection.

9.2.6 Amended Complaint. Not later than seven (7) days prior to the date set for the hearing, the Complainant may file an amended or supplemental complaint with the Secretary, who shall cause a copy of the amended or supplemental complaint to be served upon the Respondent in the manner required in Paragraph 9.2.3 not later than 72 hours prior to the time set for hearing.

9.2.7 Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Hearing Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party, and rendering a decision in the matter. Upon failure of the Complainant to appear, the Hearing Board may, in its discretion, terminate the matter.

9.2.8 Discovery of Witnesses. By written request to the other party, with a copy to the Secretary of the Hearing Board, either party is entitled to obtain the names and addresses of the witnesses who will testify at the hearing to the extent known to the other party. Such disclosure shall be provided within seventy-two (72) hours of the request to the other party, with a copy to the Secretary of the Hearing Board, and if such a request has been made, no witnesses will be allowed to testify except those who have been disclosed, unless the opposing party waives objection to the witness during the hearing.

9.2.9 Discovery of Documents. By written request to the other party, with a copy to the Secretary of the Hearing Board, either party is entitled to inspect and make a copy of any statements, writings, investigative reports or photographs relative to the subject matter of the hearing. Such disclosure shall be provided within seventy-two (72) hours of the request to the other party, with a copy to the Secretary of the Hearing Board, and if such a request has been made, no statements, writings, investigative reports or photographs will be allowed to be introduced at the hearing except those that have been disclosed, unless the opposing party waives objection to the witness during the hearing. Nothing in this Paragraph 9.2.9 shall authorize the inspection or copying of any writings or other thing which is privileged from disclosure by law or protected as attorney's work product.

9.2.10 Impartiality. It shall be the duty of each Member of the Hearing Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the matter before the Hearing Board. Any Member incapable of objective and impartial consideration of the case shall disclose that to the Hearing Board and shall disqualify and remove himself or herself from participation in the consideration of the proceedings, and have it so recorded in the minutes of the Hearing Board. In that event, the Chairperson shall designate an alternate to serve in the withdrawing Member's stead as provided in Paragraph 9.1.3.

9.2.11 Challenge to Impartiality. Either party may challenge any Member or Members of the Hearing Board for cause where a fair and impartial hearing cannot be afforded; provided that the challenge must be made before the issuance of any order or the taking of any evidence or testimony in the proceeding. If there is a challenge, the Board shall meet to determine its sufficiency. If a majority of the Board sustains the challenge, the Board shall appoint an Alternate Member or Alternate Members to serve in connection with the matter or shall refer the matter to a Temporary Hearing Board or Temporary Hearing Officer as provided in Paragraph 9.1.3. All decisions of the Board shall be final.

### 9.3 Hearing Procedure.

9.3.1 Conduct of Hearing. The hearing shall be heard by the Members and/or Alternate Members of the Hearing Board. The Respondent shall appear in person or by a duly authorized representative if the Respondent submits to the Secretary the written authority of the representative to appear on his or her behalf. The Chairperson, or in his absence the Chairperson *Pro Tem*, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the Chairperson shall explain the rules and procedures by which the hearing is to be conducted.

9.3.2 Order of Proceedings. The order of proceedings shall be as follows:

9.3.2.1 Each party to the proceeding is entitled to make an opening statement setting forth their version of the case, starting with the Complainant.

9.3.2.2 Each party, starting with the Complainant, is entitled to produce evidence, witnesses and testimony, subject to Paragraph 9.2.8 and Paragraph 9.2.9, above. The other parties are entitled to cross-examine any witnesses and the opposing party.

9.3.2.3 Each party, starting with the Respondent, is entitled to make a closing statement. The Respondent is entitled to make a final statement in rebuttal following the Complainant's closing statement.

- 9.3.2.4 Any Member of the Hearing Board may question any party or witness. The Hearing Board Members may, on their own motion, call witnesses or secure tangible evidence. A party may within a reasonable time prior to the hearing date request the Hearing Board to call witnesses or secure tangible evidence. The request shall be granted in the discretion of the Hearing Board.
- 9.3.2.5 At the request of the Respondent, the Hearing Board may decide, in its discretion, to conduct the hearing in executive session.
- 9.3.2.6 Each party has the right to representation by legal counsel at his or her own expense.
- 9.3.2.7 Either party or the Hearing Board may cause the hearing to be transcribed by a court reporter at his, her or their own expense.
- 9.3.2.8 The Hearing Board may expel any person from any hearing for improper, disorderly or contemptuous conduct.

9.3.3 Rules of Evidence. The following rules of evidence shall apply to proceeding before the Hearing Board:

- 9.3.3.1 Any relevant evidence which is not privileged and has not been excluded pursuant to Paragraph 9.2.8 or Paragraph 9.2.9 is admissible, regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law. The Chairperson may exclude irrelevant, immaterial or unduly repetitious evidence.
- 9.3.3.2 At the request of any party to the proceeding, made in writing delivered to the Secretary of the Hearing Board at least five (5) days prior to the date of the hearing, or at the direction of the Chairperson, oral evidence shall be taken on an oath or affirmation administered by a Notary Public or other official authorized by the State of Washington to administer oaths.

9.3.4 Assurance of Voluntary Compliance. The Hearing Board in its discretion, in lieu of or in addition to calling the hearing, may accept an Assurance of Voluntary Compliance from any Respondent. The Assurance may include a stipulation for payment of damages, costs or attorney's fees by Respondent to the Complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the Respondent is in compliance with the Assurance. The Hearing Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance if the Respondent violates the terms of that Assurance.

9.3.5 Decision and Order.

- 9.3.5.1 As soon as possible after all testimony and documentary or physical evidence has been presented to the Hearing Board, but in no case more than ten (10) days after the close of the hearing, the Hearing Board shall meet in executive session to deliberate and reach a decision. A majority of the Hearing Board shall be controlling. The decision of the Hearing Board shall be in writing, and shall summarize the evidence presented to and considered by the Hearing Board, shall state the facts upon which the Hearing Board has based its

decision and shall contain a finding as to whether or not the Respondent has violated the Governing Documents or a decision of the Board made as provided in the Governing Documents. The decision of the Hearing Board must be based on substantial evidence which shall be set forth in the decision.

9.3.5.2 Upon a decision that a violation has occurred, the Hearing Board may order that the Respondent shall do or refrain from doing any act necessary to cause the Respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Hearing Board shall become effective ten (10) days after it is served on the Respondent in the manner provided for in Paragraph 9.2.3 of the Bylaws unless the Hearing Board otherwise provides in its order.

9.3.5.3 The Hearing Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily or other periodic fine in the event that the Respondent does not comply with the order of the Hearing Board, including the payment of the fine, within the allotted time. The Hearing Board may also provide in its order that the non-prevailing party shall reimburse the Association for its costs, including reasonable attorney's fees, incurred in connection with the proceeding. Any fine or charge so imposed by the Hearing Board shall be the personal obligation of the person against whom it is imposed, shall constitute an Assessment secured by a lien upon the Unit owned or occupied by that person, and may be collected as an Assessment in the manner provided in Article 12 of the Declaration.

9.3.5.4 The decision of the Hearing Board, including a minority opinion if any, shall be served on each party to the matter in the manner provided for in Paragraph 9.2.3 of the Bylaws. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

9.3.6 Judicial Enforcement. Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board) on behalf of the Owners. Such failure shall further be sufficient grounds for the issuance of injunctive relief in such an action. Nothing contained in the Bylaws shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Paragraph without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an aggrieved Owner on his or her own may maintain an action for damages or injunctive relief, or both, against the party (including an Owner or the Association) failing to comply. In any action brought by the Association or by an Owner as provided in this Paragraph, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law.

**APPENDIX A  
NOTICE OF RESPONDENT'S RIGHTS AND HEARING  
BEFORE ASHBURY, A CONDOMINIUM  
OWNERS ASSOCIATION  
HEARING BOARD**

RESPONDENT: \_\_\_\_\_

COMPLAINANT: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

The above-named parties are hereby notified that a hearing will be conducted before the Hearing Board at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at the hour of \_\_\_\_\_m. upon the charges made by Complainant in the complaint attached to this Notice. If you are not present at the hearing a decision may be rendered against you. You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party. You are entitled to determine the identity of witnesses to be presented by the other party and to examine relevant records by applying to the Hearing Board.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they shall petition the Hearing Board at least forty eight (48) hours prior to the scheduled hearing date. Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as provided in Paragraph 9.2.8 of the Bylaws, and the Hearing Board shall proceed with the hearing.

The Respondent has the right to object to the complaint on the ground that it does not state acts or omissions upon which the Hearing Board may proceed and has the right to object to the form of the complaint on the ground that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare a defense.

Any objection to the form or substance of the complaint must be received by the Hearing Board within ten (10) days of the date on which the complaint is served on the Respondent.

The Respondent may also admit to the complaint in whole or in part. In that event, the Hearing Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose penalty, if any.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary of the Hearing Board

CERTIFICATE OF ADOPTION

The undersigned president and secretary of Ashbury, A Condominium Owners Association certify that the foregoing Amendment to Bylaws was duly adopted in accordance with the procedures provided in Paragraph 9.5.1 of the Declaration and Paragraph 2.2.1 of the Bylaws, by the affirmative vote of not less than Fifty-One Percent (51%) of the Owners.

DATED this 17 day of February, 2006

ASHBURY, A CONDOMINIUM OWNERS  
ASSOCIATION

By: Douglas A. Beeman  
President

ATTEST: The above amendment  
was properly adopted.

By: Diane E. Calvert  
Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 17<sup>th</sup> day of February, 2005, personally appeared before me, Doug Beeman and Diane Calvert, to me known to be the President and Secretary of Ashbury, A Condominium Owners Association, the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 17<sup>th</sup> day of February, 2006

Robin A. Miller [Signed]  
Robin A. Miller [Print Name]  
Notary Public in and for the State of  
Washington, residing at King County  
My commission expires: 5/1/2007