

**AMENDED AND RESTATED BYLAWS OF
ASHBURY, A CONDOMINIUM OWNERS ASSOCIATION**

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**ARTICLE 1
OBJECT AND DEFINITIONS**

1.1 Purpose. The purpose of this Association is to govern the Condominium Property that is described in Exhibit A to the Amended and Restated Declaration (also referred to as the “Declaration”).

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

1.3 Definitions. Unless otherwise specified or unless the context clearly provides otherwise, all terms shall have the same meaning in these Bylaws as they have in the Declaration.

**ARTICLE 2
MEMBERSHIP, VOTING, AND MEETINGS**

2.1 Membership. The membership of the Association shall consist of all “Unit Owners” as that term is defined in the Act and Declaration. Declaration Section 9.2 further addresses membership.

2.2 Voting

2.2.1 Number of Votes. The total voting power of all Owners shall equal one hundred (100) and the percentage of voting power allocated to each Unit is set forth in Exhibit B of the Declaration.

2.2.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

2.2.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

2.2.4 Association Owner Units. 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.

2.2.5 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

2.2.6 Voting by Mail or Electronic Transmission. With regard to any matter for which approval by Owners is required, the Board may decide that voting of the Unit Owners shall be conducted without a meeting by mail, email, or other Electronic Transmission as may be provided for by [RCW 24.03.085](#), or any successor statute. Notice and quorum requirements for such voting shall be the same as for a meeting of the Association. Additional procedures for such voting may be adopted by the Board if they

are consistent with the Act and meet the intent of the Declaration and Bylaws to provide Owners with adequate notice and opportunity to vote.

2.2.7 Suspension of Voting Rights. After notice and an opportunity to be heard, the Board shall have the right to suspend the voting rights of any Owner, including Board members, for any period during which any Assessment against the Unit remains unpaid and for a period not to exceed sixty (60) days each for any (and for each separate) infraction of the terms of these Bylaws or the Declaration.

2.3 Meetings, Notices and Quorums.

2.3.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or at the request of Unit Owners having twenty percent (20%) of the votes in the Association.

2.3.2 Notice of Meetings. Not less than fourteen (14) nor more than fifty (50) days in advance of any meeting, the Manager, secretary, or other officer specified in the Bylaws shall cause notice to be sent to the Registered Address of each Owner (as defined by Section 5.2). The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the Owners, including the general nature or text of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

2.3.3 Quorum. A quorum is present throughout any meeting of the Association if the Owners of Units to which twenty-five percent (25%) of the votes in the Association are allocated are present in person or by proxy at the beginning of the meeting.

2.3.4 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.

2.3.5 Order of Business. The order of business at all meeting of the Owners 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
BOARD OF DIRECTORS

3.1 Board Authority. The Board, its members, or other duly authorized agents or representatives, shall have the powers and duties provided for the administering authority of the Condominium in accordance with [RCW 64.34.304](#) and the Declaration, together with all other powers necessary for the administration of the affairs of the Association. The Board shall have the authority to exercise for the Association all powers, duties, and authority vested in or delegated to the Association, and that are not specifically reserved to the Owners.

3.2 Election and Term of Office. The Owners shall elect a Board of at least three (3) members, a majority of whom must be Unit Owners. The term of office for the Board members shall be three (3) years and elections shall be held in a manner that preserves staggered terms, with the Owners electing one (1) new Board member each year. Any Director may be elected for an additional term or terms. The Board members shall take office immediately following the meeting at which the election is held or upon conclusion of an election held without a meeting and shall hold office until their successors have been elected.

3.3 Qualifications for Board Members. Any person who is eighteen (18) years of age or older shall be entitled to serve on the Board of Directors.

No more than one (1) representative from each Unit shall be eligible to serve on the Board at any given time.

No Owner who is more than sixty (60) days delinquent in the payment of Assessments shall be eligible for election to the Board.

If any Board member becomes more than sixty (60) days delinquent in the payment of Assessments during their term, the Board may suspend that Board member's right to vote for the duration of the delinquency.

3.4 Removal. The Unit Owners, by a two-thirds vote of the voting power in 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.

3.5 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 appointed shall be a Board member until a successor is elected at the next annual meeting of the Association.

3.6 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 to legally constitute a meeting, provided a majority of the whole Board members are present.

3.7 Regular Meetings. 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 Electronic Transmission, at least three (3) days prior to the day of the meeting.

3.8 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 Electronic Transmission, which notice shall state the time, place, 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.

3.9 Quorum. A quorum is deemed present throughout any meeting of the Board if a majority of the Board members are present at the beginning of the meeting.

3.10 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.

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. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the office of President and Secretary. The office of Vice President need not be filled. The Board shall elect officers from among its members.

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 concurrently hold 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.

4.3 Removal of Officers. Upon an affirmative vote of a majority of the Board members, any officer may be removed from their 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. The President shall preside at all meetings of the Association and the Board. The President 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 the President may in their 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 and duties of the President in the absence of the President or their 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; shall have charge of such books and papers as the Board may direct; and shall in general perform all 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 Owners and their Registered Address. Such list shall also show opposite each Owner's name the number or other appropriate designation of the Unit owned by such Person. Such list shall be opened to inspection by Owners 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. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and do 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 PROOF OF OWNERSHIP AND REGISTERED ADDRESS

5.1 Proof of Ownership. Any person on becoming an Owner of a Unit shall furnish to the Manager or Board a photocopy 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 a Unit.

5.2 Registered Address. All Unit Owners shall notify the Association of a single mailing address, electronic address, or number for their Unit to be used by the Association for the purpose of notice (“Registered Address”). The Registered Address shall be used for sending monthly statements, notices, demands, and all other communications; and the Association’s use of the Registered Address shall be sufficient to constitute notice to any person or persons, firm, corporation, partnership, association, or other legal entity or any combination thereof, that owns the Unit or an interest in the Unit if that notice is given in accordance with Declaration Section. The Registered Address shall be furnished by such Owners to the Association within five (5) days after transfer of title. The registration shall be in written form and signed by all Owners of the Unit or by the person authorized by law to represent the interests of all the Owners. If no Registered Address is provided or if all 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 6 NONPROFIT ASSOCIATION

This Association is not organized for profit. No Owner, member of the Board, or person from whom they 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 Owner 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 Owner or Board member may, from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 7 DUE PROCESS

All Owners have the right to be “heard” before a panel of his/her peers (“Hearing Panel”) if the Owner contests a violation or proposed enforcement action.

To obtain a hearing, the Owners shall request a hearing from the Board, in writing, within ten (10) days of the initial notice of violation.

The Board or Association Manager will respond to the hearing request within thirty (30) days following receipt of the written request. Once the hearing is scheduled, if any party desires to reschedule the hearing, the other party shall be notified at least ten (10) days prior to the scheduled date of the hearing.

The Hearing Panel will consist of three (3) Owners, one of whom shall be a Board member and the other two may be Board members. The Board shall determine who is on the Hearing Panel. None of the Hearing Panel members shall be a party to the complaint. The hearing participants will consist of:

- a. The Hearing Panel members;
- b. The party bringing the complaint;
- c. The party requesting the hearing (who shall be an Owner);
- d. Witnesses, if not included in above; and
- e. Any other Owner who has an interest or concern related to the complaint.

The hearing will be informal with a Hearing Panel member acting as chair. All sides will present evidence, witnesses and testimony regarding the validity, non-validity or other issues relevant to the complaint. The time allowed for such evidence, witnesses and testimony may be limited by the Hearing Panel. Minutes of the hearing will be kept by the Hearing Panel or person designated by the Hearing Panel. All evidence presented at the hearing shall become the property of the Association.

If a hearing is requested and any of the parties fail to appear at the hearing, the Hearing Panel will base its findings on information presented at the hearing.

Within five (5) working days of the hearing, the Hearing Panel shall prepare written findings and recommendations to Board (if the Hearing Panel is comprised of members other than Board members). At the next regular Board meeting, or special meeting called for that purpose, the Board will consider the findings and recommendations and accept, reject, or modify the recommendations or take other appropriate action.

Notice of the Board's determination shall be provided to the parties.

Any party has a right to appeal the Hearing Panel finding and recommendations by submitting a written request to the Board within ten (10) days of the notice of the findings and recommendations; except that no new hearing shall be held in the event the party requesting the appeal failed to appear at the original hearing.

The Board may decline to hold the second hearing if it determines that there is no pertinent new information to be considered.

Nothing contained in this Article shall prevent the Association from taking any action to recover the cost of damages or injunctive relief. Furthermore, the failure of the Association to act on any violation shall not constitute a waiver by the Association to take future action for such violation, as it deems appropriate. If the Association undertakes legal action, it shall be entitled to reasonable attorneys' fees, expenses, and costs incurred for such action if it is the substantially prevailing party.

**ARTICLE 8
FISCAL YEAR**

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

**ARTICLE 9
CONFLICT WITH DECLARATION OR LAW**

These Bylaws are intended to comply with and supplement the requirements of the Act and the Declaration. If any of these Bylaws conflict with the provisions of the Act or the Declaration, the provisions of the Act and Declaration will apply.

**ARTICLE 10
BYLAWS AMENDMENTS**

Amendments to these Bylaws may be proposed by the President, a majority of the Board, or Owners holding at least twenty (20%) percent of the total voting power in the Association. Amendments to these Bylaws 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 a majority of the total votes cast. Notice of the voting process shall be delivered to each Unit Owner at least ten (10) days prior to such meeting and shall include the text of the proposed amendment to these Bylaws.

Adopted this 27th day of February, 2020.

We, the undersigned, certify that we are the duly elected and acting President and Secretary of the Ashbury, A Condominium Owners Association and the foregoing Bylaws were approved by the concurrence of Owners holding a majority of the total voting power in accordance with the Section 9.5.1 of the Original Declaration.

By: Diane E. Calvert

Print Name: DIANE E. CALVERT, President

By: [Signature]

Print Name: DENISE SU, Secretary