

**BYLAWS
OF
VILLAGE SEVENTY HOMEOWNERS ASSOCIATION,
a Washington nonprofit corporation**

Effective: December 3, 2019

With all amendments as of 22 April 2024

**ARTICLE I
OBJECT AND DEFINITIONS**

Section 1.1 Purpose; Subdivision; Declaration. The purpose for which this association (the “Association”) is formed is to enforce the terms of the Declaration of Covenants, Conditions, Easements, and Restrictions for Village Seventy recorded in the real property records of Clark County, Washington (as amended, the “Declaration”), relating to the real property legally described on Exhibit A attached hereto and commonly known as Village Seventy (the “Property”), to own operate, and maintain certain facilities located within the Property, and to take all other actions authorized under the Declaration. The powers of this Association shall be subject to and exercised in accordance with the provisions of the Declaration as it may be amended from time to time. These Bylaws shall be subject to the Declaration and in any conflict between the terms of these Bylaws and the Declaration, the terms of the Declaration shall control.

Section 1.2 Assent. All present or future owners or tenants or any other person using the Property in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act or occupancy of any of the Lots shall constitute ratification of these Bylaws.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used herein have the same meaning in these Bylaws as such terms have in the Declaration. The terms “Owner” and “Member” as used herein shall be synonymous. The “Transition Date” is the date on which the Control Period ends.

**ARTICLE II
MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION**

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

Current as of 22 April 2024

Page 1 of 21

Section 2.2 Meetings of Members.

(a) February Meeting: The annual meeting of the members for the transaction of business as may properly come before the meeting shall be held each year at the registered office of the corporation, during the last 14 days of the month of February, at a specific date determined by the Board.

(b) October Meeting: A meeting of the members for the transaction of business as may properly come before the meeting shall be held at the registered office of the corporation during the last 14 days of the month of October of each year as determined by the board. In addition to normal business, the following items must be presented to the general membership as new business.

(1) Closeout report of the previous calendar year with recommendation as to disposition of residual funds. Normally such disposition shall consist of retaining a portion in the general operating fund account for cash flow purposes and transfer of a portion to the associations reserve fund.

(2) An overview of the current year's fiscal execution to date.

(3) A proposed budget for the coming calendar year.

(4) Every second year (in October of even numbered calendar years).

(a) The treasurer shall present a 30 year inflation adjusted projection of the association's fiscal affairs complying as closely as possible with the requirements of RCW 64.38.070. However since the HOA is exempt from the requirement to conduct a formal reserve study in accordance with RCW 64.38.090, the membership can vote on accepting the projection as presented or including a funding line in the following year's budget for a formal "reserve study".

(b) The general membership shall consider and vote on the annual dues assessment for each lot for the coming two calendar years.

(c) Special Meetings. Special meetings of the membership for any purpose or purposes may be called at any time by the president of the corporation or by the Board, at such time and place as the president or the Board may prescribe. Special meetings of the members may also be called by members having at least one-twentieth (1/20th) of the votes entitled to be cast at such a meeting. Upon request by such members, it shall be the duty of the secretary to call such a special meeting of the membership at such time and place as the secretary may fix, not less than ten (10) nor more than fifty (50) days after the receipt of said request. If the secretary shall neglect or refuse to issue such call within five (5) days of such receipt, the members making the request may issue the call, specifying the time and place of the meeting.

(d) Meetings over Internet: Meetings may be conducted over the internet so long as they are conducted in such a manner that every voting member (or the qualified proxy of a voting member) has full access to two way communications with all other members attending the meeting. The association secretary shall organize such meetings, act as the meeting moderator, and exercise such control as may be necessary to allow for the orderly conduct of the business of the association.

(e) Notice of Meetings. Notice of the time and place of the annual meetings, and in case of a special meeting, the time, place and purpose or purposes for which the meeting is called, shall be delivered to each member entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. Notice of regular meetings other than the annual meeting shall be made by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten (10) days prior to the next succeeding regular meeting and at any time when requested by a member or by such other notice as may be prescribed by these Bylaws. Such notice may be delivered by regular or express mail, private carrier, personal delivery, email, electronic network posting, facsimile, or by telegram or teletype.

(f) Consent to Notice By Email. If notice is provided to members by email, it is effective only with respect to members who have: (a) consented in writing or by email to receive notices transmitted by email; and (b) designated in the consent the message format that is accessible to the recipient, and the address, location, or system to which these notices may be emailed. A member who has consented to receipt of emailed notices may revoke the consent by delivering (by mail, facsimile or email) a revocation to the corporation. The consent of any member is revoked if the corporation is unable to transmit by email two (2) consecutive notices given by the corporation in accordance with the member's consent, and this inability becomes known to the secretary of the corporation or other person responsible for giving the notice. The inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action.

(g) Delivery of Notice By Email. Notice provided by email to a member who has consented to receive notice by such means is effective when it is emailed to an address designated by the recipient for that purpose.

(h) Delivery of Notice By Posting to Electronic Network. The corporation may provide notice of the time and place of any meeting of the members by posting the notice on an electronic network (such as a listserv), provided that the corporation also delivers to the member notice of the posting by mail, facsimile, or email (pursuant to the recipient's consent to receive notices by email), together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(i) Delivery of Notice By Other Means. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address

as it appears on the records of the corporation, with postage thereon prepaid. Other forms of notice described in this section are effective when received.

Section 2.3 Additional Administrative Provisions.

(a) **Majority of Owners.** As used in these Bylaws, the term “Majority of Owners” shall mean Owners of Lots to which more than fifty percent (50%) of the votes in the Association are allocated.

(b) **Quorum.** As specified in section 4.9 of the Declaration, the presence in person or by proxy of Owners of Lots to which at least forty (40%) of the total votes in the Association are allocated shall constitute a quorum. Except as otherwise provided in the Declaration or in these Bylaws, an affirmative vote of Owners of Lots to which are allocated a majority of the votes in the Association and which are present, either in person or by proxy, shall be required to transact business; provided, however, that no Board member shall be removed unless by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Owners at which a quorum is present.

(c) **Proxies; Voting Representative.** Votes may be cast in person or by proxy by a designated voting representative, all in accordance with the provisions of the Declaration and these Bylaws. Proxies shall be in writing, dated, and duly executed by the Owner. Multiple Owners of a Lot each may vote or register protest to casting of votes by the other Owners of the Lot through a duly appointed voting representative. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof. Revocation of a proxy must be by written notice to the Secretary (the “Secretary”).

(d) **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, adoption of any proposed amendment to the Declaration or Bylaws or any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(i) 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 of each Lot. The notice shall state that any 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, the names of all persons nominated by the Board and by the Members on or before said specified date, that

each Owner may cast its vote by mail and 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 the established 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.

(ii) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners of each Lot, which notice shall include a proposed written resolution setting forth a description of the proposed action and shall state (1) that such persons are entitled to vote by mail for or against such proposal, (2) 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 (3) 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. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

(iii) Receipt 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 2.3(d).

(e) Adjourned Meeting. If any meeting of the Owners cannot be organized because a quorum has not been obtained, 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.

(f) Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (i) roll call;
- (ii) reading of notice of meeting or waiver of notice;
- (iii) review of minutes of preceding meeting;
- (iv) reports of officers;
- (v) reports of committees;
- (vi) reports of Board members (annual meeting only);
- (vii) old business; and

- (viii) new business.

ARTICLE III MANAGEMENT OF ASSOCIATION

Section 3.1 In General. Subject to the terms and conditions contained in the Declaration, the affairs of the Association shall be governed by a Board of Directors (the “Board”), which shall be composed of three (3) directors, each of whom shall be a Lot Owner or an agent, director, employee, officer, partner, or trustee of a Lot Owner. Reference is hereby made to the Declaration for additional provisions regarding “Declarant Control” of the Board of Directors during the “Control Period,” at the end of which, on the “Transition Date,” control of the Board of Directors passes to Lot Owners.

Section 3.2 Additional Provisions Regarding Board.

(a) Election and Term of Office. The members of the Board shall serve for terms of office of at least one (1) year in length, provided that, at the Association meeting at which the first Board after the Transition Date is elected, the Owners shall elect three (3) Board members for terms of one (1), two (2) and three (3) years, respectively, such that the expiration dates for the terms of Board members are staggered. The terms of all Board members except those elected at the first Association meeting after the Transition Date as described above shall be the same length.

(b) 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. A quorum for purposes of meetings and votes on the filling of vacancies shall be a majority of the membership fixed for the Board.

(c) Removal of Board Members. At any regular meeting or at any special meeting called for that purpose at which a quorum is present, any one or more of the Board members (except those appointed by Declarant) may be removed with or without cause by Owners of Lots to which two-thirds (2/3) of the votes in the Association are allocated and who are present and entitled to vote at such meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the Owners shall be given an opportunity to be heard at the meeting. A Declarant may not remove any member of the Board elected by the Owners, and the Owners may not remove any member of the Board appointed by Declarant.

(d) Organization Meeting. The first meeting of a newly elected Board shall be held immediately following the annual meeting of Owners, and no notice to the newly elected Board members shall be necessary to legally constitute such meeting.

(e) **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 if there is more than one (1) Board member then 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.

(f) **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, electronic facsimile, or electronic mail, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board may be called by the President or Secretary or on the written request of at least two (2) Board members.

(g) **Notice of Meetings.** Notice of the time and place of any meeting of the Board shall be given by the secretary, or by the director or directors calling the meeting, by regular or express mail, personal delivery, email, electronic network posting, facsimile, or by personal communication over the telephone or otherwise, at least three (3) days prior to the date on which the meeting is to be held. Neither the business to be transacted nor the purpose of any meeting of the Board need be specified in the notice or any waiver of notice of such meeting.

(h) **Consent to Notice By Email.** If notice is provided to directors by email, it is effective only with respect to directors who have: (a) consented in writing or by email to receive notices transmitted by email; and (b) designated in the consent the message format that is accessible to the recipient, and the address, location, or system to which these notices may be emailed. A director who has consented to receipt of emailed notices may revoke the consent by delivering (by mail, facsimile or email) a revocation to the corporation. The consent of any director is revoked if the corporation is unable to transmit by email two (2) consecutive notices given by the corporation in accordance with the director's consent, and this inability becomes known to the secretary of the corporation or other person responsible for giving the notice. The inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action.

(i) **Delivery of Notice By Email.** Notice provided by email to a director who has consented to receive notice by such means is effective when it is emailed to an address designated by the recipient for that purpose.

(j) **Delivery of Notice By Posting to Electronic Network.** The corporation may provide notice of the time and place of any special meeting of the Board by posting the notice on an electronic network (such as a listserv), provided that the corporation also delivers to the director notice of the posting by mail, facsimile, or email (pursuant to the recipient's consent to receive notices by email), together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(k) **Delivery of Notice By Other Means.** If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his

or her address as it appears on the records of the corporation, with postage thereon prepaid. Other forms of notice described in this section are effective when received.

(l) Waiver of Notice. Before, at, or after any meeting of the Board, any Board member may, in writing or by email, 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, unless his appearance is limited to the purpose of objecting to the validity of the meeting, and in such event a written statement of the limited purpose and of the objection to the meeting shall be filed with the Board prior to the meeting. If all the Board members are present without objection at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The Board may act without a meeting if all Board members concur and sign minutes confirming the action of the Board and waiving notice and actual meeting.

(m) Quorum. Except as otherwise provided in these Bylaws, at all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

(n) Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

(o) Board Fees. Each Board member shall receive such sum as the Owners may from time to time determine, plus transportation expenses, for attendance at any regular or special meeting of the Board.

(p) Meetings Held by Telephone or Similar Communications Equipment. Members of the Board or its committees may participate in a meeting of the board or such committees by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

(q) Maintenance of Continuous Fiscal Responsibility: The board is required to maintain at least two board officers as authorized trustees and signatories on all fiscal accounts such that if the primary becomes incapable, responsibility and trusteeship automatically pass to the secondary without interruption. Should the fiscal trustee responsibility pass in this manner, the board is required to re-establish the two person signatory rule within 30 days.

(r) Expenditure of funds: The board will supervise the expenditure of association funds in accordance with the proposed budget during the months of January and

February and/or the approved budget after the general meeting in February of each year. Each specified line item expenditure is limited to the specified amount, however, the Board may approve expenditure of up to but not exceeding 25% over the line-item budgeted amount.

(s) Reserve Account: The Board shall establish a “Reserve Account” to which the general membership may from time to time transfer funds to meet projected future needs of the association. The Board may keep the funds in the same bank account co-mingled with the general operating fund, or establish a separate account, however, the reserve fund will be accounted for separately. Once transferred to the reserve account, those funds may not be obligated, expensed, or borrowed against without the specific approval of the general membership.

(t): Emergency expenditure of funds: The board may approve emergency expenditure of funds not in the budget for the following reasons:

- (i) To maintain serviceability and trafficability of the roads of the association.
- (ii) To maintain serviceability and functionality of the storm water system of the association.
- (iii) To maintain serviceability and functionality of the street lighting system of the association.
- (iv) As may be required by act of law.

Such expenditures may not exceed the amount of funds available in the Association’s general operating fund. Such expenditures may not require transfer of funds from the association’s reserve account nor require the association to borrow funds without approval from the General membership. If an emergency expenditure does occur, the Board must notify all members of the Home Owners Association within 10 working days, explaining the purpose for which the funds were expended and the amount expended.

Section 3.3: Committees.

The Board, by resolution adopted by a majority of the directors in office, may designate and appoint committees of the Board. Any such committee shall consist of two (2) or more directors and shall have and exercise such authority of the Board in the management of the corporation as may be specified in said resolution. However, no such committee shall have the authority of the Board to amend, alter or repeal the Bylaws; elect, appoint or remove any member of any such committee or any director or officer of the corporation; amend the Articles of Incorporation; adopt a plan of merger or adopt a plan of consolidation with another corporation; authorize the voluntary dissolution of the corporation or revoke proceedings therefor; adopt a plan for the distribution of the assets of the corporation not in the ordinary course of business; or amend, alter or repeal any resolution of the Board which by its terms

provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation of authority to it shall not operate to relieve the Board or any individual director of any responsibility imposed upon it, him or her by law.

ARTICLE IV OFFICERS

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

Section 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 (2) offices, except that the same person may not concurrently hold the offices of President and Secretary. The Board may elect officers from among its members or otherwise.

Section 4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.

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

Section 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 or her inability for any reason to exercise such powers and functions or perform such duties.

Section 4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; have charge of such books and papers as the Board may direct; and, in general, perform all the duties incident to the office of Secretary. The Secretary may 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 Lot owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

The secretary shall be responsible to prepare and submit of all reports and/or forms necessary to maintain the association's Articles of Incorporation current with the Secretary of States Office,

State of Washington. This includes the annual report in October of each year, and a update report after the annual General Membership Meeting in February should any of the HOA officers change.

Section 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 or she shall be responsible for the deposit of all moneys 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 of Managers.

The treasurer shall be responsible to prepare and submit all tax reports and/or forms of the association as may be required by the tax divisions of the city, county, state, or federal governments.

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

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

Section 4.10 Vacancies. A vacant officer position shall be filled in the same manner as provided for vacant Board positions in Section 3.2(b).

Section 4.11 Amendments to Declaration. The Secretary and the President shall be authorized to prepare, execute, certify and record Amendments to the Declaration on behalf of the Association.

ARTICLE V INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every Board member or officer and his or her heirs, executors and administrators against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Nothing contained herein shall, however, be deemed to obligate the Association to indemnify any Owner who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner of a Lot covered thereby.

ARTICLE VI OBLIGATIONS OF OWNERS

Section 6.1 In General. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the subdivision of the Property was undertaken, and each Owner shall comply strictly with all provisions of the Declaration.

Section 6.2 Use of the Property. Each Owner shall use the Property as permitted or required in the Declaration and in any rules and regulations adopted by the Association.

Section 6.3 Working Capital Contribution. Each Owner shall pay to the Association a contribution to its working capital fund as provided in the Declaration, and such working capital fund shall be used by the Association for any expenses of operation or shall be placed in reserve for any purpose.

Section 6.4 Assessment Obligation. Each Owner shall pay to the Association the regular and special assessments imposed on such Owner's Lot by the Association and shall bear a share of the expenses of the Association, as provided in the Declaration.

Section 6.5 Association Funds. All funds paid to the Association, whether as contribution to working capital or as assessments, shall be the common property of the Association, held in trust for the benefit of the Owners, in the accounts to which such funds are from time to time allocated by the Board.

Section 6.6 Rules and Regulations. The Board or the Association may adopt rules and regulations necessary or advisable for the proper administration of the Association. The rules and regulations may be amended by the Board (or by the Owners in the same manner as amending these Bylaws), and such rules and regulations shall be deemed a part of these Bylaws.

ARTICLE VII AMENDMENT OF BYLAWS

These Bylaws (and amendments thereto) for the administration of the Association and for other purposes not inconsistent with the intent of the Declaration shall be adopted by the Board at its first meeting. Thereafter, the Bylaws may be amended upon the affirmative vote of either (a) a majority of the members of the Board at any duly called regular or special meeting of the Board, or (b) the Owners holding at least sixty-seven percent (67%) of the voting power in the Association at any duly called regular or special meeting of the Association. However, no material amendment of these Bylaws that shall materially and adversely affect a Mortgage may be made without the prior written approval of fifty-one percent (51%) of the Eligible Mortgagees under the process set forth in Section 9.6 of the Declaration.

ARTICLE VIII MORTGAGES

Section 8.1 Notice to Association. An Owner who mortgages his or her Lot shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his or her mortgagee. The Association shall maintain such information in a book or list entitled "Mortgagees of Lots."

Section 8.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of any Lot report any unpaid assessments due from the Owner of such Lot.

Article VIII was suspended by the Board until the general membership meeting in February 2024 at which time the general membership shall consider the need for this requirement.

ARTICLE IX EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND COMPLETION REQUIREMENT

Section 9.1 Proof of Ownership. Any person on becoming an Owner of a Lot shall furnish to the Managing Agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association.

Section 9.2 Registration of Mailing Address. The Owners of each Lot 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 an 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 Lot or by such persons as are authorized to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the registered address of the Lot shall be the street address of the Lot until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

Section 9.3 Completion Requirement. The requirements contained in this Article shall be first met before any Owner of a Lot shall be deemed in good standing or entitled to vote at any annual or special meeting of Members.

ARTICLE X CONFLICT WITH DECLARATION OR LAW

These Bylaws are intended to comply with and supplement the requirements of the Washington Nonprofit Corporation Act and the Declaration. If any of these Bylaws conflict with the provisions of said statute or Declaration, the provisions of the statute and Declaration will control.

ARTICLE XI 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, be 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 or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII ACTIONS BY WRITTEN CONSENT

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the State of Washington, to be taken at a meeting of the members or Board (or its committees) of the corporation, may be taken without a meeting if a consent in writing or by email transmission setting forth the action so taken shall be executed (as defined herein) by all of the members or directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote, and may be described as such. For purposes of the Bylaws, “executed” means: (a) writing that is signed; or (b) an email transmission that is sent with sufficient information to determine the sender’s identity.

ARTICLE XIII FISCAL YEAR

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

ARTICLE XIV LATE FEES, PENALTIES, INTEREST, AND FINES

Section 14.1 Matters covered: This article defines standards and procedures governing the assessment of Fees, Penalties, Charging Interest, and assessing Fines by the Board of the Village Seventy, A Common Interest Plat Community.

Section 14.2 Authority: The powers exercised under this article are under the authority of, and shall be in compliance with the Covenants, Conditions and Restrictions (CC&R's) for the Village Seventy Homeowners Association.

(a) For Late Fees and interest on regular and special assessments – Article IV Association; section 4.10 of the CC&Rs

(b) For Penalties and Fines – Article IV Association, section 4.19 of the CC&Rs. The implementation of such a penalty system for non-compliance with provisions of the CC&Rs was approved by vote of the General Membership during the October 2022 General Membership Meeting.

(c) The provisions of Article IV Association, section 4.7 of the CC&Rs are deemed not applicable activities under the provisions of this Article in that they pro-rate annual dues and assessments for lots 5, 6, and 7 because they receive reduced services from the Association. Activities under this article are for “failure to comply” and therefore are equally applicable to all lots.

Section 14.3 Returned Check Fee:

Any account that pays with a check or other instrument that, upon deposit is returned by the bank shall incur a “returned check fee” of \$40.00 to reimburse the Association for fees that will be charged to its accounts for the returned item.

The sum of the check plus the returned check fee are immediately due and payable. The treasurer will immediately issue the lot owner a special invoice for such payment, and the account becomes delinquent 30 days after the invoice is issued. If the account becomes delinquent, the provisions of paragraphs 14.4(a)(2), 14.4(a)(3) and 14.4(a)(4) apply.

Section 14.4 Late Payment Fees and Interest:

(a) Annual Dues and Assessments become due on 15 February of each calendar year, and are delinquent 30 days thereafter.

(1) The Board, at its discretion, may allow annual payments to be made in four equal quarterly payments due on 15 February, 15 May, 15 August, and 15 November. This is done as a courtesy to the Membership. Quarterly payments become delinquent 30 days after the

respective due date. If a quarterly payment becomes delinquent, then the total of the balance of the annual dues becomes immediately due and payable.

(2) Any account that becomes delinquent shall be assessed a penalty of \$25.00 on the date the account becomes delinquent. Any single account may only be assessed one such penalty in any one calendar year. If an account is delinquent over the period of the changing of the calendar year, an additional penalty may be charged 30 days after the annual dues are due and become delinquent in the new calendar year.

(3) Unpaid balances on a delinquent account shall accrue an interest penalty of fifteen (15%) per year interest to be compounded monthly. Interest shall continue to accrue until the entire balance due on the account is paid.

(4) Any payments received shall be applied to the oldest debt due until the whole account balance shall be paid off.

(5) On the date an account becomes delinquent, that account shall incur a separate fine of \$20.00 as a "recovery of the costs of collections fee" to reimburse the Association for the cost of mailing a U.S. Post Office Registered Letter to the account owner notifying him/her that their account is now delinquent and interest charges are accruing.

Section 14.5 Noncompliance Penalties and Fines:

(a) The board, at its discretion, may assess any lot fines and penalties for non-compliance with the provisions of the CC&Rs of the Village Seventy.

(b) An action shall commence:

(1) Upon notification of any officer of the board by any member of the Homeowners Association that a lot is not in compliance.

(2) Any board officer observes a condition that is not in compliance with provisions of the CC&Rs.

(c) An Officer of the board shall investigate and if he determines that a probable violation is occurring, shall bring such to the attention of the board.

(d) The board shall meet, either by email, virtual, or physical meeting, and make a determination as to the violation(s). If the board determines that a violation is occurring, the Board may, at its discretion, direct the board secretary to issue a communication to the lot owner either:

(1) an informal communication to encourage compliance and requests the lot owner submit a plan to cure the non-compliant issues.

(2) a formal communication, "Notice of Non-compliance", that initiates the imposition of a fine process that includes the following information:

(i) Lot and location of violation.

- (ii) Section and paragraph of the CC&Rs that the condition is in violation of.
- (iii) Dollar value of the proposed daily fine for non-compliance.
- (iv) Date the fines shall commence.

(3) A copy of any “notice of non-compliance” issues will be forwarded to the Treasurer, and maintained in the Association Financial files for a period of not less than 3 years.

(e) Fines imposed shall be as determined by the Board but shall conform to the following guidelines:

(1) Only a single fine may be imposed on any single lot per day. Multiple fines may not be imposed, however, when setting the amount of the daily fine the Board may take into consideration the number of non-conforming conditions that exist on that lot.

(2) The standard fine shall be \$50.00 per day. If extraordinary conditions exist, the board, at its discretion, may reduce the daily fine rate to as low as \$25.00 per day or raise it to as high as \$75.00 per day.

(3) Once a lot is actively receiving fines, the discovery or determination that an additional non-conforming condition exists shall not increase the dollar value of the imposed fine. The additional non-conforming condition may be added on to the list of non-conforming conditions that must be cured by completing a new set of actions as required in subparagraph 14.5(d) above.

(f) The starting date for any fines imposed by the Board shall be:

(1) If the Association Secretary has in the Association files a “consent to conduct business by email” as envisioned by Article II section 2.2(f) of these bylaws then the effective start date shall be at 00:01 am after ten (10) calendar days have passed from the date the email was sent.

(2) If the Association Secretary does not have a “consent to conduct business by email” then the effective start date shall be at 00:01 am after fifteen (15) days shall have passed from the date the notification is posted by certified United States Mail.

(g) The ending date of the daily fines shall be on the day the owner notifies the Board that all issues listed in the “Notification of Non-compliance” have been cured. In the event that the Notice of Non-compliance” lists multiple instances, the daily fines shall not be diminished nor cease until all items on the “Notice of Non-compliance” are cured. Such notice may be by:

(1) Email to the VillageSeventyHOA@gmail.com email address – fines will cease on the date of the email.

(2) Personally notifying one of the Officers of the Board – fines will cease as of the date of the notification.

(3) USPS mail to the Village Seventy HOA, PO Box 2633, Vancouver, Washington 98668 – fines will cease as of the date of the postmark on that letter. If no Post Mark date is available, the Board shall make a good faith estimate of the date.

(h) The treasurer is responsible to log and account for any and all fines imposed. The treasurer shall:

- (1) record fines for any one month in the lot account record.

(2) Issue a special monthly invoice in the first week of each month for fines that were recorded in the previous month. The balance of such invoices shall be due fifteen (15) days after the invoice is mailed, and will become delinquent 30 days thereafter (45 days after mailing date). For determination of delinquency, each monthly invoice shall be considered separately. No monthly invoice shall incur interest charges until that invoice has completed its 45 day cycle.

(3) Delinquent accounts shall incur late charges and interest charges in the same manner as envisioned for delinquent annual dues and assessments as specified in paragraph 14.4.

ARTICLE XV

Design Review

Section 15.1 Matters Covered: This article defines standards and procedures governing the Design Review process from application to final approval by the Members and the Board of the Village Seventy Homeowners Association, a Common Interest Plat Community.

Section 15.2: Authority: The powers exercised under this article are under the authority of, and shall be in compliance with the Covenants, Conditions and Restrictions for Village Seventy Homeowners Association. The Design Review requirement is from Article VI Property Development: Additional Restrictions, section 6.1 of the CC&R's.

Section 15.3: Application process:

- (1) All applications must be in writing.
- (2) All Applications must contain:
 - (a) Proposed starting date.
 - (b) Projected completion date
 - (c) For any work being done by a contractor, the Washington State Contractors License Number
- (3) All applications for structural additions (concrete walkways, patios, driveways, sheds or buildings, et al) must include a map drawing showing the proposed location on the lot. (individual lot maps are available from the HOA)
- (4) All applications for buildings, sheds, or tool storage buildings must respond to the following questions:
 - (a) Overall height of the project from grade – including building and foundation.
 - (b) Setbacks to nearest property line.
 - (c) Will building have power (including power by an extension cord)?
 - (d) Will building have water?
 - (e) Will it have gutters and downspouts? Where will the water be directed?
 - (f) Will building be used to store hazardous materials? (more than one gal of gasoline, more than five gal of painting materials, more than one BBQ size propane tank, or any other flammable material)
 - (g) Is there a fence gate on the side of the house that would allow fire crews access?

(h) Provide a brief description of the foundation. (height, materials, and any enhancements to insure protection of bottom of building from ground.

(5) All applications for changing the color scheme of a house or shed must include paint samples/chips of the proposed colors.

(6) All applications involving trees (either a “protected” tree or any other tree with a trunk diameter of 6 inches or larger) or building in close proximity of a “protected” tree on a lot require prior approval from the Department of Urban Forestry, City of Vancouver:

Contact: urbanforestry@cityofvancouver.us or (360) 487-8308

(7) Applications may be transmitted:

(a) Electronically (.pdf file) to Villageseventyhoa@gmail.com

(b) By mail to Village Seventy HOA; P.O. Box 2633; Vancouver, Washington 98668,

(c) Handed in person to any of the elected officers of the Village Seventy HOA.

Section 15.4: Board review process

(1) The Board reserves 30 days for the review process as Board members are volunteer’s and may not be readily available.

(2) The Board shall return as “Returned, declined to process until Lot is current on all dues, assessments, and/or fines that may be due”. The board is only obligated to process applications for Lots that are current on all their fiscal responsibilities to the HOA.

(3) The board members will review the proposed project, and may submit questions to further clarify the submission. The board will not meet to consider the submission until all such inquiries have been responded to.

(4) At the Boards sole discretion, on small projects the Board may meet or vote by email to approve or disapprove the proposed project.

(5) At the Boards sole discretion, on major projects the Board may call a public meeting where any general member of the HOA could attend and provide comment. Such a meeting is a public meeting of the Board and as such only requires a quorum of the board members to be valid. At the end of such a meeting the board members shall retire to a closed meeting to vote to approve or disapprove the project.

Section 15.5: Notification of Decision

Notification of the final decision of the Board shall be in writing and shall be transmitted in the same manner as the original submission to the board was made.

Article XVI

Additional information on Landscaping

Section 16.1 Matters Covered: The purpose of this article is to provide further guidance and/or standards concerning Landscaping within the Village Seventy Homeowners Association.

Section 16.2 Authority: The matters covered in this Article are under the authority of and shall be in compliance with the Covenants, Conditions, and Restrictions for the Village Seventy Homeowners Association. Specific reference is to Design Review requirement found in Article VI Property Development: Additional Restrictions, section 6.1 and section 6.17 Landscaping of the CC&R's.

Section 16.3 Ground Cover Material: The use of "Bark Dust" in the landscaping within HOA Boundaries shall be prohibited. "Bark Dust" defined as - material that contains a significant amount of fine material that can flow with rain water into the street and thereby into the Storm Water filters causing them to clog, or that contains fine material that can be blown by wind into other homeowners dwellings causing breathing difficulties.

EXHIBIT A

DESCRIPTION OF THE PROPERTY

For APN/Parcel ID(s): 156784-000, 156802-000 and 986041-082

Parcel A:

That certain portion of the Southeast quarter of the Northeast quarter of Section 7, Township 2 North, Range 2, East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at a point on the North line of said Southeast quarter of the Northeast quarter, said point being South 89°57'52" West 535.53 feet from the Northeast corner thereof; and running thence South 89°57'52" West 382.00 feet; thence South 0°34'58" West 225.32 feet; thence North 89°56'48" East 382.00 feet; thence North 0°34'58" East 225.4 feet, more or less, to the point of beginning.

Except that portion conveyed to Clark County, under Auditor's File No. G 598078.

Parcel B:

Beginning at a point North 89°56'48" East 505.21 feet and North 0°34'58" East 230.00 feet from the Southwest corner of the North half of the Southeast quarter of the Northeast quarter of Section 7, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington; and running thence North 0°34'58" East 208.00 feet; thence North 89°56'48" East 200.00 feet; thence South 0°34'58" West 208.00 feet; thence South 89°56'48" West 200.00 feet to the point of beginning.

Parcel C:

Beginning at a point on the South line of the North half of the Southeast quarter of the Northeast quarter of Section 7, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, South 0°31'30" West 662.98 feet and South 89°56'48" West 419.0 feet from the Northeast corner of said Southeast quarter of the Northeast quarter and running thence South 89°56'48" West 97.0 feet; thence North 0°31'30" East 230.0 feet; thence South 89°56'48" West 102.0 feet; thence North 0°34'58" East 208.0 feet; thence North 89°56'48" East 199.4 feet, more or less, to a point 0°31'30" East from the point of beginning; thence South 0°31'30" West 438.00 feet to the point of beginning.

Except that portion lying within Northeast 70th Street.

Also except beginning at a point on the South line of the North half of the Southeast quarter of the Northeast quarter of Section 7, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, South 0°31'30" West 662.98 feet and South 89°56'48" West 419.0 feet from the Northeast corner of said Southeast quarter of the Northeast quarter; and running thence South 89°56'48" West 97.0 feet; thence North 0°31'30" East 230.0 feet; thence North 89°56'48" East a distance of 97 feet, more or less, to a point North 00°31'30" East from the point of beginning; thence South 00°31'30" West 230 feet, more or less, to the point of beginning.