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Document Title (or transaction contained therein): AMENDED AND RESTATED BYLAWS FOR CEDAR DOWNS HOMEOWNERS ASSOCIATION
Grantor(s)/Plaintiff (Last name first, then first name, middle name) CEDAR DOWNS HOMEOWNERS ASSOCIATION
Grantee(s)/Defendant (Last name first, then first name, middle name): CEDAR DOWNS HOMEOWNERS ASSOCIATION
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) CEDAR DOWNS: DIVISION 1 (LOTS 1-55 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 98 OF PLATS, PAGES 71-73; DIVISIONS 2 (LOTS 1-20 INCLUSIVE) AND 3 (LOTS 1-30 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 107 OF PLATS, PAGES 13-14; DIVISION 5 (LOTS 1-45 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 108 OF PLATS, PAGES 81-82; AND DIVISION 7 (LOTS 1-20 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 124 OF PLATS, PAGES 40-41; ALL IN THE RECORDS OF KING COUNTY, WASHINGTON.
Auditor's Reference Number(s): UNRECORDED BYLAWS
Assessor's Property Tax Parcel/Account Number(s): 1442700020 - 1442700550 1442710010 – 1442710200 1442720010 – 1442720300 1442740010 – 1442740450 1442760010 - 1442760200
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. IF YOU REPRODUCE THIS FORM, BE SURE THAT THE MARGINS REMAIN THREE (3) INCHES AT THE TOP AND ONE (1) INCH ON SIDES AND BOTTOM.

**AMENDED AND RESTATED BYLAWS FOR
CEDAR DOWNS HOMEOWNERS ASSOCIATION**

WHEREAS, certain real estate was conveyed subject to that CEDAR DOWNS I DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded on February 2nd, 1970, under Recording No. 197607020614, in the records of King County, State of Washington together with the Plat Map of Cedar Downs, Div. 1 recorded under Recording No. 197509230631, Div. 2 recorded under Recording No. 197806120721, Div. 3 recorded under Recording No. 197808150834, Div. 5 recorded under Recording No. 197812050961, and Div. 7 recorded under Recording No. 198307260618; in the records of King County, State of Washington; and

WHEREAS, Bylaws for the governance of Cedar Downs Homeowners Association (the “Association”) were duly adopted by the initial Board of Directors on the 5th day of June, 1979;

WHEREAS, a First Amendment to the Bylaws for Cedar Downs Homeowners Association was duly adopted by the Association on March 14, 2004;

WHEREAS, a Second Amendment to the Bylaws for Cedar Downs Homeowners Association was duly adopted by the Association on March 17, 2013; and

WHEREAS, pursuant to Article VIII of the Bylaws, after adoption of a resolution by the Board of Directors setting forth these proposed Amended and Restated Bylaws, and after notice of these proposed Amended and Restated Bylaws to all of the members entitled to vote thereon duly given, at a meeting of the Association duly held on the 18th day of May, 2022, in which at least thirty-five percent (35%) of the members were present in person or by proxy, two-thirds of said members present and voting, have voted to Amend and Restate the Bylaws as hereinafter set forth;

NOW THEREFORE, the President and the Secretary of Cedar Downs Homeowners Association certify the Bylaws to have been amended and restated in the following particulars:

ARTICLE I

NAME AND OFFICE

1.1 Name. The name of this Washington non-profit corporation shall be CEDAR DOWNS HOMEOWNERS ASSOCIATION, hereinafter referred to as “Association”.

1.2 Nature of Corporation. This Association is a Washington non-profit corporation governed by Chapter 24.03A RCW and as amended, and is a homeowners association, further governed by Chapter 64.38 RCW and as amended. This non-profit corporation shall have no stock.

1.3 Principal Office. The principal office of the Association shall be the address of its registered agent’s office showing in its most recent annual report filed, or address change filed thereafter, with Washington’s Office of the Secretary of State.

ARTICLE II

MEMBERSHIP

2.1 Class of Memberships. The Association shall have one (1) class of membership.

2.2 Admission to Membership. The Association shall have one (1) class of membership. Every person or entity who is the contract purchaser or record owner of fee interest (other than a contract seller) in any lot or lots which are subject by the Declaration to assessments by the Association shall be a member of the Association (Declaration is herein defined in Article IX). Membership shall be appurtenant to and shall not be separated from ownership of a lot (a contract purchaser, not the contract seller, shall be deemed the owner of a lot) which is subject to assessment by the Association. No person or entity shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member.

ARTICLE III

MEMBERSHIP ASSESSMENTS

3.1 Budget, Amount and Rate of Assessments, Special Assessments. Each member of the Association shall pay to the Association assessments or charges and special assessments in an amount based upon the budget and assessments against each Lot included therein, established by the Board, and ratified by the Members at Members’ meeting called for that purpose.

3.1.1 Ratification of Budget. Within thirty (30) days after adoption of any proposed budget, the Board must provide a copy of the budget to all Members to consider

ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Members to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments included in the budget are ratified, whether or not a quorum is present.

3.1.2 Continuance of Last Ratified Budget. If the proposed budget is rejected or required notice is not given, the periodic budget last ratified by the Members continues until the Members ratify a subsequent budget proposed by the Board.

3.1.3 Contents of Budget. The budget must include (i) the projected income to the Association by category; (ii) the projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category; (iii) the amount of the assessments per Lot and the date the assessments are due; (iv) the current amount of regular assessments budgeted for a contribution to the reserve account; (v) a statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and (vi) the current deficiency or surplus in reserve funding expressed on a per Lot basis.

3.1.4 Special Assessment. The Board, at any time, may propose a Special Assessment. The Assessment is effective only if the Board follows the procedures for ratification of a period budget as set forth in this Section 3.1(a)-(c), and the Members do not reject the proposed Assessment. The Board may provide that the Special Assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

3.2 Delinquent Assessments. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the person or entity personally obligated to pay the same and/or foreclose the lien, created under the Declaration, against such property or membership. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser or member shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

ARTICLE IV

MEETINGS AND VOTING

4.1 Annual Meeting. The annual meeting of the members of the Association shall be held in the first quarter of the calendar year at a day and time and place or through one or more means of remote communication, as selected by the Board of Directors, through which Members not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the Members, pose questions, and make comments. The purpose of the annual meeting shall be to elect Directors and to consider other business as may come before the Members at the meeting.

4.2 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Association as directed by resolution of a majority of the Board of Directors of the Association or upon the written request of not less than owners having ten percent (10%) of the votes in the Association.

4.3 Quorum. At any meeting of the Association, twenty-five percent (25%) of the Members present in person, or by electronic transmission, or by proxy, or by absentee ballot, or by mail at the beginning of a meeting shall constitute a quorum, except as otherwise provided for herein or in the Declaration; and the concurring vote of a majority of such Members constituting a quorum shall be valid and binding upon the Association, except as otherwise provided by law, the Declaration or by these Bylaws. If any meeting of the Association cannot be organized because a quorum of twenty-five percent (25%) of the members is not present, the members and voting representatives present, in person, or by electronic transmission, or by proxy, or by absentee ballot, or by mail, may adjourn the meeting to a time not less than 48 hours from the time of the original meeting was called and those who attend such adjourned meeting, although holding less than twenty-five percent (25%) of the total vote, shall nevertheless constitute a quorum for the purpose of said meeting if at least fifteen percent (15%) of the total votes of all Members are present, in person, or by electronic transmission, or by proxy, or by absentee ballot, or by mail at the beginning of such adjourned meeting. If a quorum is present at any meeting of the Association, any action taken by an affirmative vote of a majority of the total votes present at a meeting shall be the action of the Association, except as otherwise expressly provided in the Act, the Declaration or the Bylaws.

4.4 Adjourned Meetings. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether or not a quorum is present, without notice other than the announcement at the meeting. At any such adjourned meeting at which quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

4.5 Place of Meetings. All meetings of the Association shall be held as stated in the notice of meeting at a day and time and place or through one or more means of remote communication, as selected by the Board of Directors, through which Members not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the Members, pose questions, and make comments. All meetings held at a physical location shall be held in the state of Washington.

4.6 Notice of Meetings. Notice of each annual or special meeting of the Association shall be in writing and state the date, time, place, and items on the agenda to be voted on by the Members, including the general nature of any proposed amendment to the Declaration or Bylaws, change in the previously approved budget that results in a change in assessment obligations, and any proposal to remove a director or officer. The notice requirements under Section 10.3 of these Bylaws shall be followed. The secretary, other officer or agent designated by the Directors shall cause notice to be provided not less than fourteen (14) nor more than fifty (50) days in advance of any meeting. Notice of meetings at which one or more Members may participate by means of remote communication must be delivered by a means which the Member has authorized, or if no authorization provided by the Member, then notice shall be delivered in a tangible medium as provided in Section 10.4.1.1 of these Bylaws. The Notice must provide

complete instructions for participating in the meeting from a remote location. Any Member may waive notice of any meeting at any time in writing.

4.7 Voting. Each Member shall be entitled to only one (1) vote at the time of any membership meeting. In the event there is more than one person or entity who is the contract purchaser or record owner of the fee interest (a contract seller shall not be considered a record owner of a fee interest) in any Lot or Lots which are subject by the Declaration to Assessments by the Association, then only one such owner or contract purchaser shall be entitled to vote (such that each membership has only one vote regardless of the number of persons or entities comprising such membership). Members may vote at a meeting in person, by absentee ballot pursuant to Subsection 4.7.2, by proxy pursuant to Subsection 4.7.3, or by electronic transmission pursuant to subsection 4.7.4. When a vote is conducted without a meeting, Members may vote by ballot pursuant to Subsection 4.7.5 of this Section.

4.7.1 General Requirements. At a meeting of the Members, the following requirements apply:

4.7.1.1 Members or their proxies who are present in person may vote by voice vote, show of hands, standing, written ballot, electronic transmission or any other method determining the votes of Members, as designated by the person presiding at the meeting.

4.7.1.2 If only one of several Members of a Lot or Lots is present, that Member is entitled to cast the vote allocated to that Lot or Lots (one vote per Membership per ballot measure). If more than one of the Members are present, the vote allocated to that Lot or Lots (one vote per Membership per ballot measure) may be cast only in accordance with the agreement of a majority in interest of the Members, unless the Declaration expressly provides otherwise. There is a majority agreement if any one of the Members casts the vote allocated to the Lot or Lots without protest being made promptly to the person presiding over the meeting by any of the other Members of the Lot or Lots.

4.7.1.3 Unless a greater number or fraction of the votes in the Association is expressly provided by the Act, Declaration, or these Bylaws, a majority of the votes cast determines the outcome of any action of the Association.

4.7.2 Absentee Ballot. Whenever proposals or Directors are to be voted upon at a meeting, a Member may vote by duly executed absentee ballot if:

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

4.7.2.2 A ballot is provided by the Association for such purpose.

4.7.2.3 When Member votes by absentee ballot, the Association must be able to verify the ballot is cast by the Member having the right to do so.

4.7.2.4 Members voting by absentee ballot are present for all purposes of quorum, count of votes, and percentages of total voting power present.

4.7.3 Proxy Voting.

4.7.3.1 Votes allocated to a Member may be cast pursuant to a directed or undirected proxy duly executed by a Member in the same manner as provide in RCW 24.06.110.

4.7.3.2 A Member may revoke a proxy given pursuant to this Section 4.7.3 only by actual notice of revocation to the secretary or person presiding over the meeting of the Association or by delivery of a subsequent proxy. The death or disability of a Member does not revoke a proxy given by the Member unless the person presiding over the meeting has actual notice of the death or disability.

4.7.3.3 A proxy is void if it is not dated or purports to be revocable without notice.

4.7.3.4 Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

4.7.4 Electronic Transmission: Whenever proposals or Directors are to be elected at a meeting of the Members, the vote may be taken by electronic transmission if the name of each candidate and text of each proposal to be voted upon are set forth in a record accompanying or contained in the notice of meeting, and the Association has designated an address (i.e. email, text, or Internet link) to which the ballot may be electronically transmitted.

4.7.4.1 The ballot must be electronically transmitted to the designated address in an executed electronically transmitted record with sufficient information to determine the voting Member's identity and intent.

4.7.4.2 Members voting by electronic transmission are present for all purposes of quorum, count of votes, and percentages of total voting power present.

4.7.5 Vote Without A Meeting: The Association may conduct a vote without a meeting. In that event, the following requirements apply:

4.7.5.1 The Association must notify the Members that the vote will be taken by ballot.

4.7.5.2 The notice must state:

(a) The time, date, and method (whether by personal delivery, public or private mail or delivery service, or by electronic transmission) by which a ballot must be delivered to the Association to be counted, which may not be fewer than fourteen (14) days after the date of the notice, and which deadline may be extended in accordance with this subsection; (b) The percent of votes necessary to meet the quorum requirements; (c) The percent of votes necessary to approve each matter other than election of Board Members; and (d) The time, date, and manner by which Members wishing to deliver information to all Members regarding the subject of vote may do so.

4.7.5.3 The Association must deliver a ballot to every Member with the notice.

4.7.5.4 The ballot must set forth each proposed action and provide an opportunity to vote for or against the action.

4.7.5.5 A ballot cast pursuant to this subsection may only be revoked by actual notice to the Association of revocation. The death or disability of an Owner does not revoke a ballot unless the Association has actual notice of the death or disability prior to the date set forth in subsection 6.1.7.2.4.

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

4.7.5.7 If the Association does not receive a sufficient number of votes to constitute a quorum or to approve the proposal by the date and time established for return of ballots, the Board of Directors may extend the deadline for a reasonable period not to exceed eleven (11) months upon further notice to all members in the accordance with subsection 6.1.6.2. In that event, all votes previously cast on the proposal must be counted unless subsequently revoked as provided in this section.

4.7.5.8 A ballot or revocation is not effective until received by the Association.

4.7.5.9 The Association must give notice to Members of any action taken pursuant to this subsection within a reasonable time after the action is taken.

4.7.5.10 When an action is taken pursuant to this subsection, a record of the action, including the ballots or a report of the persons appointed to tabulate such ballots, must be kept with the minutes of meetings of the Association.

4.8 **Suspension of Voting Rights.** The voting rights of a member of the Association may be suspended in accordance with the provisions of Article V, Section (1c) of the Declaration.

ARTICLE V

BOARD OF DIRECTORS

5.1 **Number and Qualifications.** The corporate powers of this Association shall be vested in a Board of Directors. The number of Board of Directors who shall manage the affairs of the Association shall be five (5), and they must be members of the Association.

5.2 **Election and Term.** The Board of Directors shall be elected by ballot of members at the annual meeting of the Association, and shall serve for a term of two (2) years or until their successors are duly elected and qualified. Election of the members of the Board of Directors shall be staggered, so that two (2) members are elected one year and three (3) are elected the subsequent year.

5.3 Death or Resignation. In the event of the death or resignation of a director, the Board of Directors by a Majority vote shall fill said vacancy for the unexpired term of the director's office so vacated.

5.4 Removal.

5.4.1 Removal by Members. The Members may remove, with or without cause, one or more directors who have been elected by the Members, by a majority vote of the quorum of any special or regular meeting of the membership.

5.4.2 Removal by Board.

5.4.2.1 The Board of Directors may remove a director who has been elected by the Members, only where a Director (a) has been appointed a guardian under RCW 11.130.185 or 11.130.265; (b) has been appointed a conservator under RCW 11.130.360; (c) is subject to a written certification by his or her attending physician that in the physician's opinion the director is substantially unable to manage his or her financial resources or resist fraud or undue influence; (d) has been convicted of a felony; (e) has been found by a final order of competent jurisdiction to have breached a duty as a director under RCW 24.03A.495; (f) who has missed three (3) or more Board meetings for each year of their term; and (f) who has become delinquent in paying assessments and/or is in violation of the Association's Declaration, Bylaws, or Rules and Regulations.

5.4.2.2 The Board of Directors may remove a director who was appointed by the Board with or without cause. For any meeting at which directors are to be considered for removal, notice of such meeting shall be provided in accordance with these Bylaws governing notice for special meetings, and in no event less than forty-eight (48) hours before the meeting. Such notice shall state that the purpose, or one of the purposes of the meeting is removal of a director.

5.5 Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may exercise all corporate powers of the Association, subject to any limitation set forth in the Community Documents. These powers and duties of the Board shall include, but are not limited to:

5.5.1 Open bank accounts on behalf of the Association and designate signatories on thereon;

5.5.2 Make, or contract for the making of, repairs, additions to, improvements to or alterations of the Common Properties in accordance with the Declaration, these Bylaws, and Rules and Regulations after damage or destruction by fire other casualty or as a result of condemnation or eminent domain proceedings;

5.5.3 Enforce by legal means the provisions of the Declaration, these Bylaws, and Rules and Regulations;

5.5.4 Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Common Properties and provide services for the Members, and where appropriate, provide for the compensation of such personnel and for the

purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

5.5.5 Provide for the use, operation, care, upkeep, and maintenance of all the Common Properties and borrow money on behalf of the Association when required in connection with any one instance relating to the operation, upkeep and maintenance of the Common Properties; provided however, the consent of Members having at least two-thirds (2/3) of the voting power of the Association shall be obtained either in writing or at a meeting called and held for such purposes in accordance with the provisions of these Bylaws in order for the Association to borrow in excess of \$5,000;

5.5.6 Prepare and adopt an annual budget for the Association prior to the annual meeting of the Association each year;

5.5.7 Adopt, amend, and publish Bylaws, and reasonable Rules and Regulations governing the maintenance and use of the Properties and other matters of mutual concern to the Members, which Rules and Regulations are not inconsistent with the Declaration and these Bylaws and which treat all Members fairly and on a non-discriminatory basis. The Board may impose and collect charges for late payments of assessments and, after notice and an opportunity to be heard by the Board or by a representative designated by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Members for violation of the Declaration, these Bylaws, and Rules and Regulations of the Association;

5.5.8 Suspend voting rights and the right of a Member to use of the Common Properties;

5.5.9 Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration, these Bylaws, and Rules and Regulations;

5.5.10 Employ, hire, and dismiss such employees, agents, and independent contractors as they deem necessary and to prescribe their duties and their compensation;

5.5.11 Cause to be kept a complete record of all its acts and corporate affairs;

5.5.12 Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

5.5.13 Levy Assessments in accordance with the provisions of the Declaration and Washington law; and take all necessary action to collect such Assessments;

5.5.14 Issue, or cause an appropriate officer to issue upon demand to any person, a certificate setting forth whether or not any Assessment has been paid;

5.5.15 Procure and maintain adequate property, liability and other insurance as on property owned by the Association including Common Properties and as required by the Declaration or deemed. Procure and maintain adequate liability insurance for the Directors and Officers of the Association;

5.5.16 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

5.5.17 Cause the Common Properties to be maintained, as more fully set forth in the Declaration;

5.5.18 Cause a study of the major components of the Common Properties to be prepared for the purpose of establishing the appropriate amount of reserve funds to be maintained on deposit for the repair, replacement and restoration of such major components and cause such a study to be updated from time to time, all in accordance with the requirements of RCW 64.38.065;

5.5.19 Cause an annual audit of the Association's financial records to be made as prescribed by law;

5.5.20 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association, but not on behalf of Members involved in disputes that are not the responsibility of the Association;

5.5.21 Make contracts and incur liabilities;

5.5.22 Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;

5.5.23 Grant easements, leases, licenses, and concessions through or over the Common Properties and petition for or consent to the vacation of streets and alleys;

5.5.24 Exercise all other powers that may be exercised in Washington state by the same type of corporation as the Association; and

5.5.25 Exercise any and all other powers reasonably necessary and proper for the governance and operation of the Association.

5.6 **Compensation.** The directors, as such, shall serve without compensation.

5.7 **Annual Meeting.** There shall be a regular meeting of the Board of Directors each year immediately following the annual meeting of the Members. Such meeting shall be held in the same place or through one or more means of remote communication, as selected by the Board of Directors for the meeting of the Members.

5.8 **Regular and Special Meetings.** The Board may hold regular or special meetings in or out of this state. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of one or more means of remote communication through which all directors may simultaneously participate with each other during the meeting. A director participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more directors may participate by means of remote communication, notice of the meeting must be delivered to each director by a means which the director has authorized and provide complete instructions for participating in the meeting by remote communication.

5.8.1 **Notice of Regular Meeting.** Regular meetings of the Board may be held at such time and place or through means of remote communication as determined, from time to time, by a majority of the Board. There shall be at least two such meetings held during each fiscal year with one meeting to be held immediately following the annual meeting of the

Association's membership. Regular meetings of the Board may be held with or without notice to the directors of the date, time, place or purpose of the meeting.

5.8.2 Notice of Special Meetings. Special meetings of the Board must be preceded by at least forty-eight (48) hours' notice of the date, time, place, and purpose of the meeting. The president, secretary, or twenty (20%) percent of the directors then in office may call and give, or cause to be given, notice of a meeting of the Board. Notice shall be given either by: (a) mail or personal delivery of written notice to each director at the same address where the Director receives notices as a member of the Association, or (b) electronic transmission (e.g. sent via email, text, etc.) to those directors who have consented to receiving Board meeting notices electronically pursuant to Section 10.3 of these Bylaws.

5.8.3 Waiver of Notice. A director may waive any notice required by these Bylaws before or after the date and time stated in the notice. The waiver must be in the form of a record, executed by the director entitled to the notice, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting, unless the director at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

5.9 Quorum. A majority of the directors shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board there shall be less than a quorum present, a majority of those present, or, if only one director shall be present, such director, may adjourn the meeting from time to time until a quorum is obtained. Any meeting at which a quorum for any purpose is present may likewise be adjourned. At any adjourned meeting any business may be transacted or taken at the meeting as originally called.

5.10 Board and Advisory Committees.

5.10.1 Committees of the Board. The Board may create one or more committees of the Board that consist of two (2) or more directors. A Committee of the Board shall not include as voting members persons who are not directors. The creation of a Committee of the Board and appointment of directors to it shall be approved by the majority of all the directors in office when the action is taken. To the extent specified by the Board, each committee of the Board may exercise powers of the Board, as set forth in Section 5.5 of these Bylaws, except that a Committee of the Board may not adopt, amend, alter or repeal these Bylaws; approve or propose to Members action that must be approved by Members under the Articles or these Bylaws; elect, appoint or remove any Member of any Committee of the Board or any director or officer of the Association; amend the Articles; amend, alter, or repeal any resolution of the Board, unless the resolution provides by its terms that it may be amended, altered or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual director of any responsibility imposed upon them by law.

5.10.2 Advisory Committees. The Association may create or authorize the creation of one or more Advisory Committees whose Members need not be directors or meet the

qualification requirements for directors. The Board shall not delegate any of its authority to an Advisory Committee. An Advisory Committee is not a Committee of the Board and may not exercise any powers of the Board. Examples of Advisory Committees include but are not limited to landscaping liaison and website administrator.

5.11 Managing Agent. The Board may employ for the Association a “Managing Agent” at a compensation established by the Board. The Managing Agent shall perform such duties and services as the Board shall authorize, including, but not limited to, all of the duties listed in the Declaration, these Bylaws, and Rules and Regulations, except for such duties and services under the Declaration, these Bylaws, and Rules and Regulations that may not be delegated to the Managing Agent. The Board may delegate to the Managing Agent all powers granted to the Board or the Officers of the Association by the Declaration, these Bylaws, and Rules and Regulations other than the following powers:

5.11.1 To adopt the annual budget, any amendment thereto, or to assess any Common Expenses;

5.11.2 To adopt, repeal, or amend Association Rules and Regulations;

5.11.3 To designate signatories on Association bank accounts;

5.11.4 To borrow money on behalf of the Association;

5.11.5 To institute legal proceedings on behalf of the Association; and

5.11.6 To acquire real property.

ARTICLE VI

OFFICERS

6.1 Office, Election and Removal. The Board of Directors shall elect annually, at its first meeting after the annual meeting of the Association, a President, Vice President, Secretary, and Treasurer, each of whom shall serve for the ensuing year or until their successor shall be elected. All such officers shall be elected from among the Board of Directors. The Board of Directors may elect such other officers as it may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the Board of Directors. One person may hold more than one office, except that the President shall hold no other office. All officers shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer shall become vacant for any reason, the Board of Directors may elect a successor.

6.2 President. The President shall preside over all of the meetings of the Board of Directors and of the Association at which the President shall be present. The President shall have the powers to perform duties customarily incidental to the office, and such other powers and duties as may be assigned to the President elsewhere in these Bylaws or as may be assigned from time to time by the Board of Directors.

6.3 Vice President. The Vice President, in the absence of the President, shall preform the duties of the President, and in case the office of the President becomes vacant for any reason, the Vice President shall thereupon assume the duties of the President and act as such for the unexpired portion of the term for which the duly elected President was serving before the office was vacated, unless the Board of Directors elects a successor as provided in Subparagraph 6.1 above.

6.4 Secretary. The Secretary shall keep the minute books wherein all resolutions duly passed and all other actions taken at any meeting by the Association and by the Board of Directors shall be recorded. The Secretary shall give notice of all meetings of the Association and the Board of Directors. The Secretary shall have the powers and perform the duties customarily incidental to the office and such other powers and duties as may be assigned to the Secretary from time to time by the Board of Directors.

6.5 Treasurer. The Treasurer shall keep all the financial records and books of account and have custody of all funds and securities of the Association and be responsible for the safekeeping of all money, notes, bonds, and other money instruments belonging to the Association. The Treasurer shall render statements in such form and as often as required by the Board of Directors or the Association. The Treasurer shall send an annual financial statement to each member along with the Secretary's notice of the Association's annual meeting. The Treasurer shall have the powers and perform the duties customarily incidental to the office and such other powers and duties as may be assigned to the Treasurer by the Board of Directors.

6.6 Other Officers. Other officers of the Association shall have such authority and shall perform such duties as the Board of Directors may prescribe.

6.7 Indemnification. The Association shall indemnify and hold harmless each person who shall serve at any time as a director of the Association, or as an officer without compensation, from and against any and all claims and liabilities to which such person shall become subject, by reason of having served as a director or uncompensated officer of the Association, or by reason of any action alleged to have been taken or omitted to be taken by such person. The Association shall reimburse each such person for all legal and other expenses reasonably incurred in connection with any such claim or against or be reimbursed for an expense incurred with any claim or liability arising out of his or her own fraud, bad faith or willful misconduct.

ARTICLE VII

RULES AND REGULATIONS

In order to assure the peaceful and orderly use and enjoyment of the lots owned by the members of the Association, the Board of Directors may from time to time adopt, modify, and revoke in whole or in part such rules and regulations governing the conduct of members and the use and maintenance of the Common Properties and members' lots as it may deem necessary or appropriate. A copy of such Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered in accordance with the Notice

provisions of Section 10.3 of these Bylaws, by the Secretary or other agent of the Association promptly to all Members. The Rules and Regulations of the Association are binding upon all Members from the date of delivery as set forth in Section 10.4.1 of these Bylaws.

ARTICLE VIII AMENDMENTS

The Bylaws and Articles of Incorporation may be amended as follows: The Board of Directors shall adopt a resolution setting forth a proposed amendment and directing that it be submitted to a vote at a meeting of members, which may be either an annual or a special meeting. Written or printed notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote at such meeting within the time and in the manner as provided in these Bylaws for the giving of notice of meetings of members; thirty-five percent (35%) of the members (whether present in person or by proxy) shall constitute a quorum at any meeting at which a proposed amendment is to be submitted to a vote of the members. The proposed amendment shall be adopted upon receiving at least two-thirds of the vote which members present at such meeting or represented by proxy are entitled to cast. After receiving the requisite approval by the Members, the Amended Bylaws shall be effective upon recording with the King County Recorder's office.

ARTICLE IX DEFINITIONS OF TERMS

9.1 Definitions. Unless otherwise specified, the definitions set forth in the Declaration, and any amendments thereto, apply to these Bylaws. Notwithstanding the foregoing, the following definitions apply:

9.1.1 "Act" means the Washington Homeowners Association Act, Laws of 1995, Chapter 283, (Chapter 64.38 RCW), as amended, to the extent that the provisions of the Washington Homeowners Association Act and the Washington Uniform Common Interest Ownership Act, Laws of 2018, Chapter 277 (Chapter 64.90 RCW), as amended, to the extent that the provisions of WUCOIA are applicable either automatically or as provided herein or by some other provision of law or by the Declaration.

9.1.2 "Assessment" means all sums chargeable to an Owner by the Association for their share of common expenses; special assessments for capital improvements; fees or charges for the use, rental or operation of common areas; charges for late payments of

assessments; and, after notice and opportunity to be heard by the Board of Directors or other designated representative, reasonable fines imposed in accordance with a previously established schedule adopted by the Board of Directors and furnished to the Owners for violation of the Declaration, these Bylaws, Rules and Regulations of the Association.

9.1.3 “Common Properties” means that certain real property owned by the Association for common use and enjoyment of the members of the Association and that property granted by the Declaration in the Plat of Cedar Downs Div. 1-3, 5, and 7, as identified in the preamble to these Bylaws.

9.1.4 “Declaration” means the Declaration of Covenants, Conditions and Restrictions recorded on July 2, 1976, under King County Recording Number 197607020614, and any amendments thereto.

9.1.5 “Electronic Transmission” or **“electronically transmitted”** means any electronic not directly involving the physical transfer of a writing in a tangible medium, but that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.

9.1.6 “Lot” means a physical portion of the real property located within the Association’s jurisdiction designated for separate ownership as depicted upon any recorded subdivision map of the Properties with the exception of the Common Properties.

9.1.7 “Member” means every person or entity who holds membership in the Association as provided by Article II hereof.

9.1.8 “Owner” means the record owner of a Lot, whether one or more persons or entities of a fee simple title to any Lot or Lots which are part of the Properties but does not include a person or entity who has an interest in a lot solely as security for an obligation. “Owner” also means the vendee, but not the vendor, of a Lot under a real estate contract.

9.1.9 “Tangible medium” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

ARTICLE X MISCELLANEOUS

10.1 Attorney’s Fees. In the event it becomes necessary for the Association to seek the assistance of legal counsel on behalf of the Association to enforce these Bylaws, the rules and regulations described in Article VII or the Declaration, then the Association shall be entitled to recover from any person or persons violating or attempting to violate these Bylaws, rules and regulations or Declaration, all reasonable attorney’s fees, costs and other expenses incurred by the Association in enforcing these Bylaws, rules and regulations or Declaration.

10.2 Descriptive Headings. The descriptive headings in these Bylaws are inserted for convenience only in reference to these Bylaws and are not indicative of the content of any paragraph or subparagraph.

10.3 Notice. Notwithstanding any inconsistent provision in the Declaration or Articles of Incorporation, and any amendments thereto, notice to the Association, Board of Directors, or any Lot Owner (Member) or occupant of a Lot shall be in writing and shall be provided to the recipient by personal delivery, public or private mail or delivery service or by electronic transmission as provided herein.

10.3.1 Notice in a Tangible Medium. Notice in a tangible medium shall be provided as follows:

10.3.1.1 To the Association or Board. Notice to the Association or the Board shall be addressed to the Association's registered agent at its registered agent's office, to the Association at its principal office shown on its most recent annual report, or to an address provided by the Association to the Owners.

10.3.1.2 To Lot Owner or Occupant. Notice to a Lot Owner or Occupant shall be addressed to the Lot address unless the Owner has requested, in a writing delivered to the Association, that notices be sent to an alternate address.

10.3.2 Notice in an Electronic Transmission. Notice in an electronic transmission shall be provided as follows:

10.3.2.1 To the Association, Board, or Lot Owners. Notice to the Association, Board or Lot Owners by electronic transmission is effective only upon those who have consented, in writing, to receive electronically transmitted notices and have designated the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with these Bylaws and applicable law.

10.3.2.2 Materials with Notice. Notice by electronic transmission includes any materials that accompany the notice.

10.3.2.3 Revocation of Notice. Owners who have consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in writing.

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

10.3.2.5 Posting to Electronic Network. Notice to Lot Owners who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the owner separate notice of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

10.4.1 When Notice is Deemed Effective. Notice is effective as follows:

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

10.4.1.2 Electronic Transmission. Notice provided in an electronic transmission is effective as of the date it: (a) is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or (b) has been posed to an electronic network and separate notice of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

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

Dated this 18 day of MAY, 2022.

CEDAR DOWNS HOMEOWNERS ASSOCIATION

By: [Signature]
President

ATTEST: The above amended and restated Bylaws were properly adopted.

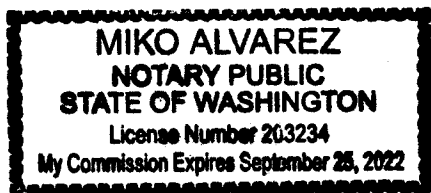
By: [Signature]
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certified that I know or have satisfactory evidence that Robert O. Denney (President), and Timothy Heier (Secretary), appeared before me and acknowledged that they signed this instrument, on oath and stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of CEDAR DOWNS HOMEOWNERS ASSOCIATION, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: August 10th, 2022.

(SEAL/STAMP)



[Signature]
[Print Name:] MIKO ALVAREZ
NOTARY PUBLIC for the State of Washington
Residing at TACOMA
My appointment expires: 9/25/2022