

**BYLAWS
OF THE BILL POINT HOMEOWNERS' ASSOCIATION**

*[Enacted April 9, 1975, and subsequently amended by the Trustees on February 9, 1976, and the Association membership on March 31, 1980; March 22, 1984; March 21, 1991; March 30, 1993; March 28, 1996; March 20, 1997; September 4, 1997; March 23, 1999; March 30, 2000; January 16, 2001; March 22, 2001; March 27, 2003; March 25, 2004; March 29, 2005; March 29, 2012 and March 29, 2021. **Boldface** type denotes **emphasis added** in the text of the amendments when they were presented for adoption.]*

**ARTICLE I
NAME AND LOCATION**

The name of the Association is the Bill Point Homeowners' Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 10753 N.E. Bill Point Drive, Bainbridge Island, Washington, but meetings of members and trustees may be held at such places within the State of Washington, County of Kitsap, as may be designated by the Board of Trustees. *[Amended March 31, 1980, to change address.]*

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Bill Point Homeowners' Association, its successors and assigns.

Section 2. *[Amended September 4, 1997]* **"Properties"** shall mean and refer to that certain real property described in the "Protective Covenants for Plat of Bill Point" and such additions thereto as may hereafter be brought within the jurisdiction of the Association including the two single-family residence sites in lots 7, 8, 9 and 10, Plat of Shorewood, hereinafter referred to as Shorewood Lots A and B, in accordance with the June 16, 1997, Settlement Agreement between the Board of Trustees and the owner(s) of those lots.

Section 3. "Tracts" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. *[Amended September 4, 1997]* **"Lot"** shall mean and refer to the building sites designated as lots 1 through 82 as shown on the Plat of Bill Point as per plat thereof recorded in the Office of the Auditor of Kitsap County, Washington, in Volume 13 of Plats on pages 30 and 31, and to Shorewood Lots A and B which are to be configured from lots 7, 8, 9 and 10 of the Plat of Shorewood as per plat thereof recorded in the Office of the Auditor of Kitsap County, Washington, in Volume 3 of Plats on page 12.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Greco Development, Incorporated, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the "Protective Covenants for Plat of Bill Point" recorded in the office of the Kitsap County Auditor.

Section 8. "Member" shall mean and refer to those persons entitled to membership.

Section 9. *[Added March 31, 1980]* **"Shareholder"** shall mean and refer to those persons entitled to membership. For the purpose of these Bylaws, "member" and "shareholder" shall have the same meaning.

Section 10. *[Added March 31, 1980]* **"Resident Owner"** shall mean an Owner of a Lot with a residence constructed thereon and occupied at any time between 1 March of the previous year and 31 March of the current year. A "Non-resident Owner" shall mean an Owner of a Lot on which no home has been constructed or with a house which has not been occupied at any time between 1 March of the previous year and 31 March of the current year.

ARTICLE III MEMBERSHIP

Section 1. Defined. *[Amended September 4, 1997 to add reference to Shorewood Lots A and B]* Every person or entity who is a record owner of a fee or undivided fee interest in any lot in the Plat of Bill Point or in Shorewood Lots A and B in the Plat of Shorewood, all of which are subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

a. Voting Power in the Association. *[Added March 28, 1996]* For purposes of voting on Association business, one vote shall exist for each lot whether or not improved with a dwelling (reference Article VII, Articles of Incorporation). Any one of the current owners of record may exercise the right to cast the one vote for their lot. A list of record owners of each lot will be sent to all members with the annual meeting notice and shall be deemed accurate unless and until a lot owner presents the Secretary with notarized proof otherwise. Lot owners are responsible for informing the Secretary of changes in record ownership.

b. Notification of Association Meetings and Related Business. *[Added March 27, 2003, amended March 29, 2012.]* Notice of meetings of the Trustees, the Building Committee and the Tree Committee, and the minutes or reports of such meetings, will be posted on the Association's website. Members are responsible to keep themselves informed of such postings.

(1) The notices of Trustee, Building Committee and Tree Committee meetings will be posted at least one week prior to the meeting; however, the trustees or committee may hold a meeting with less notice in situations requiring immediate action for the safety of life or property, responses to emergencies, and the like.

(2) The provisions of Article V, Section 3, prescribe the time and method of providing notice of annual or special meetings of the members. The provisions of Article XI, Section 1b, prescribe the time and duration of posting of minutes or reports of decisions of the Building Committee and Tree Committee.

Section 2. Rights. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided herein and by the Declaration to which the Properties are subject and recorded.

Section 3. Suspension of Rights. The membership rights of any person whose interest in the properties is subject to assessments, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, the rights and privileges shall be automatically restored. If the Trustees or a committee created under Article XI have adopted and published rules and regulations governing the use of the tracts and facilities, or the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person for a violation of such rules and regulations for a period not to exceed sixty (60) days.

Section 4. Associate Members. The Board of Trustees may establish a classification of associate members by appropriate resolution and may determine the qualifications and rights of associate members.

ARTICLE IV PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. General. Each member shall be entitled to the use and enjoyment of the tracts and facilities thereon.

Section 2. Delegability. Any member may delegate his or her rights of enjoyment in the tracts and facilities to family members who reside upon the properties or to any tenants who reside thereon under a lease. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

Section 3. Tract Management. *[Added March 30, 1993; amended January 16, 2001]* Under the terms of the Articles of Incorporation, the Bill Point Homeowners' Association is responsible for maintaining all tracts or common areas in a neat, orderly manner to assure weeds, grasses and other vegetation do not intrude on neighboring lots; to manage growth of trees and other vegetation to ensure they do not grow into views to which neighboring lots are entitled under the Covenants; to remove trees or vegetation (or portions thereof) which become blighted or otherwise become hazards to the safety of adjacent property owners or anyone traversing the tracts; and to manage slopes in a responsible, reasonable manner to minimize erosion and maintain soil stability. The Association is responsible for appropriating funds to carry out a reasonable and prudent maintenance plan where topography and scope of work dictate performance by paid professionals or where there are insufficient owners from all lots (not just those adjoining a particular tract) willing or able to volunteer for community work parties to carry out the reasonable and prudent maintenance plan.

a. *[Amended March 22, 2001]* There shall be one tract committee for each tract. Owners of lots adjacent to certain tracts are hereby designated as members of each respective tract committee to plan for the maintenance and development of those tracts:

Tract A Committee consists of owners of lots 77, 79 and 80
Tract B Committee consists of owners of lots 67 and 68
Tract C Committee consists of owners of lots 64 - 74
Tract D Committee consists of owners of lots 56 - 64
Tract E Committee consists of owners of lots 47 - 55
Tract F Committee consists of owners of lots 34 - 46
Tract H Committee consists of owners of lots 17 and 18
Tract J Committee consists of owners of lots 7 - 23
Tract K Committee consists of owners of lots 1 – 5

(There is no Tract I; Tract G on which the community pool is located and Tracts L and M are managed directly by the trustees.)

Any other lot owners shall, upon request, be appointed by the Board as members of any tract committee. Non-resident owners of lots adjoining tracts are encouraged to designate proxies.

b. *[Added March 30, 1993]* Any two members of a tract committee constitute a quorum. The committee shall plan for the long-range development as well as the annual maintenance of the greenbelt. The plan should specify what portion of work the committee can accomplish with a work party which they will organize and supervise, and what portion must be accomplished by a paid professional. They will include cost estimates and bids.

c. *[Added March 30, 1993, amended March 22, 2001]* The members of the Board of Trustees will assign themselves the duty of ex-officio member of one or more tract committees. This trustee-member will ensure all designated members of the committee have had an opportunity to review the plan and to agree or disagree with it. The trustee-member will then present the plan to the Board of Trustees at their next meeting. The trustees will refer to the Tree Committee for review and recommendation any plan calling for work on trees or other vegetation exceeding 25-ft. in height as specified in Article XVII, Section 2, of these Bylaws. (If any Tree Committee member is also a member of the Tract Committee, that member may not participate in the Tree Committee vote on the tract plan.) The final decision on the plan is by the Board of Trustees. In rendering this decision, the trustees will consider concurring and dissenting opinions from all members, giving greater weight to the opinions of those members whose properties are directly impacted. All trustees may participate in this decision, including the ex-officio trustee member of the tract committee whose plan is under consideration.

d. *[Added March 22, 2001]* In order to be considered for inclusion in the following fiscal year's budget, tract plans for the following fiscal year should be submitted to the trustees by December 1. Where required, the Tree Committee must forward its recommendation to the trustees by January 15 for the same reason. The trustees will then develop a comprehensive program for all tracts for the ensuing year and incorporate the costs in the budget proposed for that year.

ARTICLE V MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on Bainbridge Island, Washington, or at such other place in Kitsap County, Washington, as the Board of Trustees shall prescribe. Each annual meeting, except the first, of the members shall be during March of each year at a time set by the Board of Trustees.

Section 2. Special Meetings. *[Amended March 28, 1996]* Special meetings of the members may be called at any time by the President, a majority of the Board of Trustees, or by written request of owners (members) having ten percent of the total voting power in the Association.

Section 3. Notice of Meetings. *[Amended March 31, 1980 and March 28, 1996]* Written notice of any meeting of members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by hand-delivery or by prepaid first class United States mail to the mailing address of each owner (member) or to any other mailing address designated in writing by the owner (member), not less than fourteen nor more than sixty days in advance of any meeting. Such notice shall state the time and place of the meeting and the business to be placed on the agenda by the Board of Trustees for a vote by the owners, including the general nature of any proposed amendment to the Articles of Incorporation, Covenants or Bylaws; any budget or changes in the previously approved budget that result in a change in assessment obligation; and any proposal to remove a trustee.

Section 4. Quorum. *[Amended March 31, 1980 and March 28, 1996]* A quorum is present throughout any meeting of the Association if the owners (members) to which thirty-four percent of the total votes of the Association are allocated are present in person or by proxy **at the beginning of the meeting** unless otherwise provided in the Articles of Incorporation, the Declaration, and these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn and reschedule the meeting without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE VI BOARD OF TRUSTEES

Section 1. Number. The affairs of this Association shall be managed by a board of seven (7) trustees, who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two (2) Trustees for a term of one (1) year, two (2) Trustees for a term of two (2) years, and three (3) Trustees for a term of three (3) years; and at each annual meeting thereafter, members shall elect Trustees for a term of three (3) years to fill the terms of office of Trustees whose terms expire at such annual meeting.

Section 3. Removal. *[Amended March 28, 1996 and January 16, 2001.]* The owners (members) by a majority vote of the voting power in the Association present, in person or represented by proxy, and entitled to vote at any annual or special meeting of the members at which a quorum is present, may remove any member of the Board of Trustees with or without cause. In the event of death, resignation or removal as Trustee, his/her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of his/her predecessor until the next annual meeting of the Association when the appointed Trustee or any other member shall be elected by the membership in accordance with Article VII §2 to serve as Trustee for the remainder of the unexpired term.

Section 4. Compensation. No Trustee shall receive compensation for any services he may render to the

Association as a Trustee. However, any Trustee may be reimbursed for actual expenses incurred in the performance of duties as a Trustee and may receive compensation for service to the Association in capacities other than as a Trustee.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE VII NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Within ten (10) days after each annual meeting of the members, the Board of Trustees shall meet for the purpose of electing officers, organizing for the conduct of business for the ensuing year, and transacting other business as may come before the meeting. The Board may, by resolution, establish the dates, times and places of other regular meetings of the Board.

Section 2. Special Meetings. *[Amended March 22, 2001]* Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any three (3) Trustees, after not less than three (3) days notice to each available trustee. This notice requirement may be waived in emergency situations if agreed to by all available trustees.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 4. Open Meetings. *[Added March 28, 1996]* All meetings of the Board of Trustees and of the committees established in Article XI, or created by resolution of the Board of Trustees pursuant thereto, are open to observation by any member of the Association. The Board and any committee may, by majority vote in open meeting, move to a closed session to: consider personnel matters; consult with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing

documents of the Association, and matters involving the possible liability of an owner to the Association. The minutes or other record of the open meeting must recite the motion to move to closed session including the specific purpose therefor. The closed portion of a meeting will deal with only those matters. Any agreement made in the closed session may **not** become effective unless the Board or committee presents and votes on that agreement in the following open meeting.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

a. Adopt and publish rules and regulations governing the use of the Tracts and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights and rights to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d. Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

e. Employ a manager, an independent contractor or such other employees as it deems necessary, and to prescribe such employees' duties and compensation.

Section 2. Duties. *[Amended March 21, 1991; March 28, 1996; and March 22, 2001]* It shall be the duty of the Board of Trustees to:

a. Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

b. Supervise all officers, agents and employees of this Association and see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

(1) Prepare and submit to the members for approval at the annual meeting an annual budget and proposed assessment based thereon;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each assessment period except the first;

(3) Foreclose the lien against any property for which assessments, or an installment thereof, are delinquent, or bring an action at law against the owner personally obligated to pay the same;

(4) The first annual assessment will be determined by the Board of Trustees first elected to replace those persons named in the Articles of Incorporation. Written notice of this assessment will be mailed to every owner subject thereto and will become due and payable no sooner than fourteen (14) days after mailing;

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

f. Cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g. Cause the tracts to be maintained;

h. *[Added March 21, 1991 and amended March 25, 2004]* Establish a trust fund in a separate, interest-bearing account for the deposit of monies collected under any special assessment for long-range major maintenance, repair or replacement of elements of the Association's capital assets. Expenditures from this fund shall be exclusively for this purpose and must be approved by a majority of the Trustees; this approval shall be recorded in the minutes of the Board meeting at which it is given;

i. *[Added March 28, 1996]* Appoint an ad-hoc financial review committee consisting of at least two Association members to review the Treasurer's year-end financial statement and the related fiscal and bank records of the Association to determine that the accounts are in order. Such committee members may not be related by law or blood to any officer who has signature authority over checks and promissory notes of the Association. The committee will report their findings to the Trustees prior to the ensuing annual meeting;

j. *[Added March 28, 1996]* Oversee the operation of the community's swimming pool by: electing a pool manager; establishing the general policies and procedures for operation and use of the pool to comply with state and local regulations and to ensure adequate health and safety standards are maintained; establishing policies and procedures for operating and maintaining the physical plant to ensure its longevity; and reviewing the implementation of the policies and procedures at least yearly to ensure they are being satisfactorily carried out; and

k. *[Added March 22, 2001]* If it appears the Association expenditures may exceed the budget by more than 20%, the trustees will inform the membership of that possibility by letter explaining the causes and the future action they deem required. If sufficient members determine it is in the best interest of the Association to do so, a special meeting of the membership may be called according to By-law Article V §2.

**ARTICLE X
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. *[Amended March 28, 1996]* The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Trustees, a Secretary, a Treasurer and a Pool Manager, who may but need not be members of the Board of Trustees; and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. *(Amended March 29, 2012)* The duties of the officers are as follows:

a. The President shall preside at all meetings of the Association and the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall co-sign promissory notes and provide written approval for the disbursement of any funds.

b. In the absence or disability of the President, or upon the refusal of the President to act, the Vice President shall act in the place and stead of the President and shall exercise and discharge such other duties as may be required of him by the Board. In the absence or disability of the Treasurer, or upon the refusal of the Treasurer to act, the Vice President shall act in the place of the Treasurer.

c. The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring

said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

d. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all paper checks, authorize online bill payments, and co-sign promissory notes of the Association; shall keep proper books of account; shall close the books and prepare a year-end financial statement as of the last day of February for presentation to the Association's ad-hoc financial review committee at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

e. *[Amended March 29, 2021]* The Pool Manager shall:

(1) Supervise the operation and maintenance of the pool facility and related mechanical plant in accordance with state and local health and safety regulations, manufacturer's instructions, and any additional measures prescribed by the Board of Trustees. To carry out these responsibilities, the Pool Manager may engage the services of the lifeguard, pool committee members and other Association members as well as appropriate contractors, technicians and suppliers as needed.

(2) On behalf of the Association, employ, train and supervise a lifeguard who has a current Red Cross lifesaving certificate or a current water safety instructor certificate (both of which include standard first aid and adult, single rescue CPR training). The lifeguard will be 17 years of age or older with Pool Committee and Board approval.

(3) Ensure that rules for use of the pool prescribed by state and local regulations and as adopted by the Trustees are followed by members and guests. The Pool Manager and lifeguard are authorized to order anyone violating the rules to leave the facility and may summon police to enforce such order if necessary.

(4) Ensure that members of the pool committee are sufficiently familiar with the operation and maintenance of the pool facilities and the supervision of the lifeguard so that any committee member may substitute for the Pool Manager when he or she is absent from Bill Point.

(5) Approve the use of the pool by Bainbridge Island-based school, church, scout or similar community youth organizations only if the organization is supervised by an adult 21 years or older who is a duly certified lifeguard or who is accompanied by a duly certified lifeguard. The approval shall be in writing on a form containing provisions stipulated by the Board of Trustees.

(6) Propose to the Trustees by January 15 of each year a pool operating budget and an update to the long-range capital improvement-maintenance plan. The Pool Manager or designated alternates may obligate Association funds within the limits of the budgets approved by the membership but must obtain Trustee approval to spend any amounts over those limits or for purposes not specifically covered in the budget.

ARTICLE XI COMMITTEES

Section 1. General. *[Amended March 28, 1996; March 23, 1999; and March 22, 2001]* The Association shall appoint a Building Committee as provided in the Declaration, and a Tree Committee and a Nominating Committee as provided in these Bylaws. In addition, the Board of Trustees may create and appoint members to other committees as deemed appropriate in carrying out its powers and duties. Meetings of all committees of the Association appointed, or created and appointed pursuant to this section shall be conducted according to the provisions of Article VIII, Section 4, pertaining to open meetings.

a. Appointment or Removal of Building Committee and Tree Committee Members. *[Amended March 22, 2001 and March 25, 2004]* The resident members of the Building Committee and Tree Committee will be appointed by the Board of Trustees to a three-year term, staggered to overlap so as to preclude the need to replace all committee members at one time. Reference By-Law Article IX §2b, the resident members of the Building Committee and Tree Committee may be removed by a majority vote of the trustees present at any trustee meeting. The non-resident professional member of each committee shall be appointed by and shall serve at the pleasure of the Board of Trustees.

b. Appeal of Building Committee and Tree Committee Decisions. *[Added March 22, 2001; amended March 29, 2012]* Pursuant to Covenant Section 2b, any member may appeal to the Board of Trustees any decision of the Building Committee or Tree Committee which the member believes violates provisions of the Covenants or these Bylaws. Such appeal must be presented in writing to the President, Vice-president or Secretary within 14 days of the committee's final decision. To facilitate this, the committee's written decision will be delivered to the requesting homeowner and posted on the Association's website within three (3) days of the committee's final decision. However, in cases where the decision involves the need for immediate action for the safety of life or property, the lot owner concerned shall be authorized by the committee to proceed immediately since no appeal is appropriate in such a case. Once an appeal has been filed, the officer receiving it will advise the lot owners concerned not to proceed with the work until the Board of Trustees has made a final decision approving the work.

Section 2. Tree Committee. *[Added March 30, 1993; amended March 25, 2004]* The Board of Trustees will appoint as members of the committee four or more resident lot owners and a professional tree specialist.

Section 3. Pool Committee. *[Added March 28, 1996]* The Board of Trustees will appoint as members of the committee at least three resident lot owners, one of whom shall be a Trustee, to serve at the pleasure of the Board of Trustees. This committee shall advise and assist the Pool Manager and the Board of Trustees in carrying out their responsibilities for operating the pool. Each committee member should become sufficiently familiar with pool operations and rules to be able to substitute for the Pool Manager when he or she is absent from Bill Point.

ARTICLE XII BOOKS AND RECORDS

[Amended March 30, 2000]

Section 1. Custodians. The Secretary is the custodian of all official records of the Association except for the official financial records of which the Treasurer is the custodian and except for the working documents of the several committees. Minutes, reports, or correspondence announcing decisions by any committee will be delivered by that committee's chairperson to the Secretary for incorporation in the official records. Since the Association has no separate place of business (nor a volunteer or paid staff to operate one), the

official records of the Association are kept by the Secretary or Treasurer in their respective residences.

Section 2. Member Access to Books and Records. Notices of meetings of the trustees and committees, the minutes of trustee meetings, and the minutes, reports or correspondence announcing committee decisions will be posted in a public place designated by the Board of Trustees. Notices of membership meetings and the minutes of such meetings will be mailed to each member. In addition, any member may request an appointment with the Secretary or Treasurer to review the records in his/her custody at a reasonable time and for a reasonable duration which is mutually agreeable. Recognizing that the Secretary and Treasurer are volunteers who maintain the records in their respective residences, instant access to those records may not be feasible; both officers will make every reasonable effort to arrange such a suitable appointment, normally within 14 days of the request.

Section 3. Providing Copies to Members. Any member may request copies of the official records, specifying the precise record desired.

a. The Secretary shall maintain an up-to-date stock of the Articles of Incorporation, Covenants and Bylaws. A set of these will be furnished free of charge to new members; an amended copy of any of these documents will be furnished free of charge to all members after such amendment has been approved. Thereafter, copies of any of these documents will be furnished to any member at a fee established from time to time by the trustees, payable to the Association.

b. The Secretary shall maintain a List of Members (lot owners) including their Bill Point address, mailing address if different, and telephone number if not "unlisted." A copy of this list will be mailed to all members with the annual meeting notice. The Secretary shall update this list quarterly as necessary and shall maintain a stock of such updated list to furnish to any member on request at a fee established by the trustees, payable to the Association.

c. Recognizing that both officers copy documents as a routine part of their Association duties approximately once a month, the Secretary or Treasurer shall furnish copies of other official records within 30 days of such request for a fee established by the trustees, payable to the Association. For copying more than 20 pages or for any copying the member desires sooner than within the 30 days specified above, the Secretary or Treasurer may charge a service fee as established by the trustees, payable to that officer.

ARTICLE XIII ASSESSMENTS

Section 1. General. *[Amended March 31, 1980 and March 28, 1996]* As provided in the Declaration, each member is obliged to pay to the Association annual and special assessments. Within 30 days after adoption by the Board of Trustees of any proposed annual or special assessment, the Board shall set a date for a meeting of owners (members) to consider approving that assessment. That meeting will occur not less than 14 days and not more than 60 days after the notice of meeting (along with a summary of the proposed budget and assessment) is mailed or hand-delivered to each member. Annual assessments shall be as proposed by the Board of Trustees unless rejected by owners (members) of a majority of the votes in the Association present or represented by written proxies at the annual meeting at which a quorum is present. In the event the proposed assessment is rejected or in the absence of a quorum, the assessment last approved by the members shall be continued until such time as the members approve a subsequent assessment as proposed by the Board of Trustees (see Article V, Section 4). Special assessments, however, must be approved by owners (members) of a two-thirds (2/3) majority of the votes in the Association

present or represented by written proxies at the annual or special meeting called for that purpose at which a quorum is present. Annual and special assessments are personal obligations secured by a continuing lien upon the property against which the assessment is made.

Section 2. Definitions.

a. Annual Assessments. *[Amended March 31, 1980]* Annual assessments shall be in an amount to cover the cost of annual maintenance and operational costs of the Association. These costs include, but are not limited to, the care of the land held in trust, taxes, enforcement of covenants, general Association management, payment of Association employees, plus reserves for contingencies. Annual assessments are intended to cover the annual budget proposed by the Board of Trustees when approved by the membership.

b. Special Assessments. *[Added March 31, 1980]* Special assessments are to cover expenses other than those included in the annual assessment. These expenses include, but are not limited to, capital improvement projects associated with the land held in trust, construction of new facilities, and emergencies or extraordinary costs affecting all members--such as legal problems, liability damages or disaster to property held in trust.

c. Due Date for Payment. *[Added March 20, 1997; amended March 29, 2005]* Annual and special assessments approved at the annual meeting are due and payable in full on the following May 1; notice of this assessment must be mailed to the owner(s) of each lot by April 15. The due date for any assessment approved at an annual meeting which has been postponed beyond March 31 because of the absence of a quorum, or at any special membership meeting called for such purpose, shall be as established by the membership at that meeting provided that the due date is set to permit notice of the assessment passed at that meeting to be mailed to members at least 15 days before payment is due.

Section 3. Full Payment. *[Added March 20, 1997; amended March 29, 2005]* Full payment of the annual and special assessments approved at the annual meeting is due on May 1.

Section 4. Delinquent Payments. *[Amended March 20, 1997 and March 29, 2005]* Any assessment payment not received by the Treasurer on or before the date due is considered delinquent.

Section 5. Remedies for Non-Payment and Late Payment. *[Amended March 20, 1997 and March 29, 2005]* A delinquent assessment shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency, except that the Board of Trustees may resolve to grant a grace period of up to thirty (30) days before interest is charged on the delinquent payment. If adopted, such grace period must apply to all members. The Association may bring an action at law against the owner personally obligated to pay the assessment, or the Association may foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any action shall be added to the amount of the assessment. The Board may add a uniform and reasonable charge, not to exceed four dollars (\$4.00), for

the costs of re-billing or other administrative processing for any delinquent payment.

Section 6. Nonuse of Facilities. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the tracts or abandonment of his or her lot.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having around its circumference the name of the Association and the year and state of incorporation.

ARTICLE XV AMENDMENTS

Section 1. Procedure. *[Amended March 29, 2021]* With a quorum present at either an annual meeting or a special meeting called for the purpose, the owners (members) by an affirmative vote of two-thirds of the voting power in the Association present, in person or represented by written proxy, may alter or amend these Bylaws; but no amendment shall be made or adopted unless a copy thereof shall have been furnished the Secretary at least four (4) weeks prior to such meeting and published to the members in the meeting notice no less than fourteen (14) nor more than fifty (50) days prior to such meeting.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of March and end on the last day of February of each year, except the first fiscal year may begin on a different date if the Board deems this advisable.

[Changed from January 1-December 31 to March 1-February 28/29 by resolution of Board of Trustees, February 9, 1976]

ARTICLE XVII POLICY AND PROCEDURE FOR MAINTAINING TREES AND VIEWS

[Added March 30, 1993; amended March 28, 1996 and January 16, 2001]

Section 1. Policy. Lot owners, the Tree Committee, and the Board of Trustees will use the following policy when evaluating the impact of trees and other vegetation on views in order to implement the provisions of paragraph 10 of the Protective Covenants as amended.

a. Paragraph 10c states that trees and vegetation growth **shall** be controlled by each lot owner "so as not to restrict the view of other property owners"; but, **where feasible**, trees should be retained within the building envelope (paragraph 10b) and no trees outside the building envelope should be cut **unless** approved by the Tree Committee **specifically to enhance a view** or to remove a blighted tree (paragraph 10a).

b. However, neither the wording of the covenants nor logic will lead to a conclusion that every lot owner is entitled to a view devoid of trees or other vegetation. Decisions on cutting trees or other vegetation to enhance views must be reasonable. Given the topography of Bill Point and the geographical

relationship of the several lots, the developers logically saw several tiers of lots which would have varied views of Eagle Harbor, the North Sound and/or Seattle across the Sound (as well as views of the several tracts, the ravine [tract C] and the swimming pool area). As indicated in the site analysis documents, some lots have direct views which are subject to no restriction by structures within Bill Point. Other lots may have views over a lot where the latter's structure enters into the view but does not obscure it because of the building envelope and height limits established in the covenants. Still other lots have views over two or more lots where even more structures are part of the total view but do not obscure it because the height limits and building envelope safeguard view corridors. If trees (and other vegetation) are to remain a part of the Bill Point ambience, this same logic should be applied to them; the more lots between the individual homeowner and his/her potential view, the more trees (and other vegetation) may be expected to be part of the overall view. These trees and other vegetation will indeed enter into the view of the more distant vista by framing it, channeling it into certain reasonable view corridors, and otherwise filtering some of the view. But these trees or other vegetation should not be allowed to restrict unreasonably substantial portions of the view or points of interest.

c. Properly selected and maintained trees (and other vegetation) will enhance the appearance of an individual lot and the entire community as well as providing lot owners with privacy, shade and soil stability on easily eroded, steep slopes. Trees and other vegetation can be kept from unreasonably interfering with views from other lots if properly pruned (preferably by windowing or thinning), or by limbing or even topping (the latter only if it will not affect the health of the tree or other vegetation or present an eyesore to the neighborhood), or removed and replaced with lower growing species. However, actions to preserve views must not adversely affect soil stability nor be contrary to City of Bainbridge Island ordinances or codes. Moreover, given the growth patterns of most species in this area, lot owners must recognize that **remedies such as windowing, limbing, topping, and replacement require periodic maintenance if the landscape and view corridors are to be kept in harmony.**

d. All trees or other vegetation—including those which might have been growing when Bill Point was first developed (and thus now are much bigger), those which were planted by previous lot owners, those which are the result of the natural seeding process, and those which were planted by the present lot owners—are subject to these policies. The covenants give no special status to "old growth" or "new growth" trees. These considerations, however, suggest an approach in deciding how to equitably share costs of tree removal and maintenance.

(1) Where the tree (or other vegetation) in question was growing when the present owner bought the property and where the present owner has not been previously aware of the problem the tree creates for the neighbor's view, the person(s) whose view is (are) enhanced should pay the costs, including stump removal, but the tree owner should pay for any replacement tree. Once this agreed-on action has been taken, the owner of the particular tree would be responsible for its continued maintenance, whether it is an older tree which was limbed or topped, or a newly planted replacement.

(2) For trees or other vegetation) planted by the present owner, the present owner should pay the cost.

e. Maintenance of Tree (or Other Vegetation) Growth in Tracts (Common Areas). *[Added January 16, 2001]* The provisions of Covenant Section 10 and Bylaws Article XVII and the responsibilities they assign to each owner of a lot and the trees thereon also apply to the Association as owner of the tracts and the trees thereon.

Section 2. Procedure for evaluating and approving requests to remove or modify trees (or other vegetation) 25 feet tall or taller. *[Amended March 28, 1996]*

a. A lot owner who desires to remove or significantly modify a tree (as opposed to routine pruning) on his or her lot (within or outside the building envelope) should consult with neighbors who might be affected and then advise the Tree Committee which will approve the request unless it deems the action will adversely affect the outlook of other owners within the community.

b. When a lot owner considers that a tree (or other vegetation) on a neighbor's lot interferes with the view he or she can reasonably expect to have from his or her lot, that lot owner should consult the tree's owner as well as other neighbors who may also have an interest in the tree (either because its retention benefits their property or because it impairs their view) to discuss the best method of resolving the problem.

c. When all concerned have agreed, they should present a plan to the Tree Committee outlining the action agreed upon. If the lot owners concerned cannot agree on a plan, they may wish to seek professional mediation. Otherwise, they will submit the matter to the Tree Committee. That committee (with the assistance of its professional consultant) will endeavor to develop a plan acceptable to all concerned.

d. *[Amended March 28, 1996 and March 22, 2001]* The Tree Committee will meet at the call of its chairperson or a majority of the committee to review any plan submitted to it for removal or modification of a tree (or other vegetation meeting the height criteria) and must approve, disapprove or modify the plan not later than 40 days after receiving it. The professional specialist member should meet with the committee to review cases in which there is disagreement between neighbors or any other case where the committee or its chairperson deems the specialist's expertise necessary. The Tree Committee will report its decision to the owners concerned within three days after the meeting.

e. If any party disagrees with the Tree Committee's decision, that party should pursue the procedure in paragraph 2b of the Covenants as amended. To facilitate this process, the Tree Committee and the Board of Trustees each should make a definite decision as to what disposition should be made of which trees and provide to the parties concerned a written explanation of that decision, any dissenting opinion, and the rationale for each.

Section 3. Previous policy superseded. This policy incorporates and supersedes previous policy statements issued by the Board of Trustees and approved by the Association membership.

ARTICLE XVIII BUILDING COMMITTEE FEE

[Adopted March 25, 2004]

The owner(s) of any lot who present plans to the Building Committee for approval of any new construction project or any remodel project will reimburse the Association for the fees the committee's professional architect member charges in excess of \$300 for any one project.

ADDENDUM

[Adopted March 22, 1984]

Indemnification. To the full extent permitted by the Washington Business Corporation Act, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the corporation or otherwise) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, against expenses (including attorney fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, and the Board of Trustees may, at any time, approve indemnification of any other person which the corporation has the power to indemnify under the Washington Business Corporation Act. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

Enforcement. Each owner shall comply strictly with the provisions of these Articles, the Bylaws and rules and regulations adopted pursuant thereto as the same may, from time to time, be amended and all decisions adopted thereto. Any failure to comply with these Articles, Bylaws or regulations and rules shall be grounds for an action to recover sums due for damages, injunctive relief or other legal or equitable remedy, or both, and any judgment or decree rendered in favor of the Association shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, maintainable by the Board acting through its officer upon behalf of the members.