

**By-Laws  
Of  
Tulalip Wood Water Association**

The Tulalip Wood Water Association, located at 4406 83<sup>rd</sup> PL NW, Tulalip, WA 98271, is a non-profit Association, incorporated pursuant to the laws of the State of Washington. The State of Washington has approved our water system for 20 (twenty) total hookups, including 2 (two) that are outside of the original plat. The association has no legal responsibility for hookups outside the original 20 hookups. As set forth in the Articles of Incorporation, the object and purpose of this Association is to own, construct, operate, and maintain a safe and clean water system for the benefit of the members of the Association for the purpose of supplying them with water. These By-Laws are hereby adopted as the By-Laws of this Association.

**ARTICLE I. OFFICES**

1.1 *Registered Office and Registered Agent.* The registered office of the Association shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law. The registered agent shall be either a Director or Officer of the Association as determined by the Board from time to time and upon filing of the appropriate registered agent notice with the State of Washington.

1.2 *Other Offices.* The Association may have other offices within or outside the State of Washington at such place or places as the Board of Directors may from time to time determine.

**ARTICLE II. MEMBERS**

2.1 *Definition of Membership.* Membership in the Association shall be as follows:

- A. One membership for the owner of each developed parcel of real property in the corrected plat of Tulalip Wood. An owner is defined as such person or persons having deeded title or mortgaged interest in

such property. New members to the association are required to complete an application for membership, as well as pay for hookup and meet any advance payment requirements set forth by the Board.

B. Residents of non-owner occupied properties are not granted membership. The owner, whether living onsite or off, retains all rights of membership and agrees to be responsible for water usage and expenses. Members who do not occupy properties serviced by the Association shall provide to the Association a copy of any rental or lease agreements with a tenant occupying the property, which shall set forth that Member is responsible as to between the Member and the Association, for payment of all dues, fees, and assessments for said property.

C. One membership for the owner of each parcel outside of Tulalip Wood where the Board of Directors decides that such membership may be granted without overtaxing the association water supply, capacities of the well, pump and equipment. Member will pay a water rights fee to connect to the system – fee to be determined by the Board of Directors. Member is responsible for all hookup costs, lines, pipes, connectors, meters, insurance, permits, backflow devices, labor, inspections, repairs, maintenance, testing, monthly water use fees, and other reasonable conditions imposed by the Association for business needs or government regulations. Any member owning more than one developed parcel within the servicing area of the Association shall be entitled to a membership and a vote for each of such developed lots in said plat. To be eligible for membership, a person must apply and pay the hook-up fee set by the Board of Directors for water service to that persons developed parcel or parcels within the servicing area.

*2.2 Rights to Access.* No member shall have any right, title or interest whatsoever in or to any of the property or assets which the Association may have or hereafter acquire.

*2.3 Protection of Water Table & Facilities.* The Association is authorized to take any and all action reasonably necessary to protect the water table and pump house facilities and ensure adequate water supply to the properties of its Members. No access to, or projects or activities, are allowed on the gated well property or adjacent association parcel, without advance approval from

the Board. Members are prohibited from entering the gated well area and pump house areas, unless pre-approved by the Board. Any member dumping or spilling hazardous materials, liquids, or non-biodegradable materials within 100 ft of the well head will be held responsible for cleanup costs.

*2.3 Rights of Water Supply.* The Association shall supply water only to members of the Association that have qualified by paying the fees and charges enumerated herein.

*2.4 Distribution of Funds.* Distributions among the members of any corporate funds shall be made as decided upon by the Board of Directors, only after providing for the maintenance, repair and reserves for capital improvement of the water system.

*2.5 Maintenance.* The Association will construct, maintain and repair the main distribution lines for water service to the vault box / meter. Members are responsible for the construction, maintenance and repair of water lines from the vault box/meter to any residence situated upon the property.

*2.6 Monthly Service Charges & Dues.* The Association shall, through its Board of Directors, establish monthly service charges or special assessments for water delivery service and meter readings, and may assess each member such sum, as the Board of Directors may from time to time deem necessary for the business condition of the Association.

*2.6.1 Statements & Payments.* The Association will provide monthly billing statements to all Members. Members are responsible for payments as set forth by the rules and regulations adopted by the Board. The Board is authorized to assess late fees, finance charges, and other penalties upon a Member's account when a Member fails to provide payment to the Association as directed.

*2.7 Transfer of Membership.* A member transfers his/her membership in the Association by the sale, transfer or devise of his ownership of land in the servicing area to the new owner. Member may maintain membership in the Association only if, after such transfer, he continues to own one or more developed parcels in the servicing area.

*2.8. Hookup.* All new members will be assessed the standard and current hookup fee to be connected to the water system, in addition to a minimum of two months' water dues, payable in advance of connection of water service.

*2.8.1 Termination / Suspension.* In the event of a sale of property to another owner, the association will terminate water service to the outgoing owner at the date of closing. The association will then connect service to the new owner upon receipt of application for service and above mentioned connection and advance dues payments. New member will be provided copy of current association bylaws and other necessary information.

*2.8.3 Non-Compliance.* In the event any member fails to abide by these By-Laws or any regulation or rule adopted by the Board of Directors, after thirty (30) days written notice by the Board requesting the member to do so, and advising the member that service may be terminated for non-compliance, the Association may disconnect said Member from such water system until such Member complies with these By-Laws or any regulation or rule of the Association; service shall be restored to the member upon compliance. A member not in compliance with these By-Laws or such rules of regulations of the Association, after notice of non-compliance, shall be responsible for all expenses incurred by the Association incident to said non-compliance, including, but not limited to, disconnect and reconnect fees of the Member's water service, legal, administrative, process serving and county filing fees.

*2.8.4 Abandonment.* In the event of property abandonment, the Board may immediately terminate water services to any such property upon providing thirty (30) days written notice to the property owner/member.

*2.9 Collection & Recovery For Water Services.* The Association shall maintain and reserve all rights of collection and recovery of delinquent accounts, unpaid accounts upon sale or transfer of property and/or ownership, as provided by law. Such recovery actions include referral to outside collection agencies, attorneys, and placement of property liens. Member shall be responsible for all costs incurred for recovery efforts. The Association is authorized to take any and all action to collect upon delinquent accounts of members or former members as may be available under the laws of the State of Washington. The member or former member shall be liable and responsible for all costs incurred by the Association in collecting upon

delinquent accounts, including, but not limited to, the payment of reasonable attorney's fees.

*2.10 Withdrawal From Association.* If any member withdraws from the Association, his/her right to the water furnished by the Association shall cease. Furthermore, he/she shall not be entitled to any payment from the Association. Members are further responsible for any monies owing to the Association up until date of withdrawal.

*2.11 Water Use.* Members are entitled to the use of Association supplied water for domestic use and for one dwelling only upon the property owned by each, as may be further delineated by rules or regulations adopted by the Board. No member shall be entitled to any additional use or for service to an additional dwelling upon his own property or upon any additional properties owned by him without the approval of the Board of Directors. In the event any member be given the privilege of additional use or permitted more than a reasonable use for his one dwelling, it shall be upon payment of an additional monthly fee as determined by the Board of Directors. No such extra service shall be granted if the effect thereof is to deprive any other member of the domestic use for one dwelling. The Association has the authority to enact metered water usage rates for all members as may be determined appropriate by the Board of Directors, and such further rules and regulations necessary to the operation of the Association.

*2.12 Right Of Entry.* The Association shall have the right to enter upon the real property of its members, and to the use of such real property for the inspection, maintenance, installation, disconnection of services, and repair of any community well system parts or components.

*2.13 Suspension Of Voting Rights (Members):* Any member who is more than one hundred and twenty (120) days delinquent in his/her obligations to the Association shall not be permitted to vote upon any matter before the membership until such member shall bring his or her account with the Association current.

### ARTICLE III. MEMBERS' MEETINGS

3.1 *Meeting Place.* All meetings of the members shall be held at such place as shall be determined from time to time by the Board of Directors.

3.2 *Annual Meeting Time.* The annual meeting of the members for the transaction of such business as may properly come before the meeting, shall be held each year on \_\_\_\_\_ to be determined annually \_\_\_\_\_ at the hour of \_\_\_\_\_ 7 p.m. \_\_\_\_\_, if not a legal holiday, but if such day is a legal holiday then on the next business day, at the same hour.

3.3 *Annual Meeting - Order of Business.* At the annual meeting of members, the order of business shall be as follows:

- (a) Calling the meeting to order
- (b) Proof of notice of meeting (or filing of waiver)
- (c) Reading of minutes of last annual meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Miscellaneous business

3.4 *Special Meetings.* Special meetings of the members for any purpose may be called at any time by the President or Board of Directors. Only business within the purpose or purposes described in the meeting notice required by RCW 24.06.105 may be conducted at a special meeting. Members requesting special meetings shall contact the Board of Directors.

3.5 *Notice.*

(a) Notice of the time and place of the annual meeting of members and of regular meetings other than the annual meeting shall be given by delivering personally or by mailing a written or printed notice of the same, at least ten (10) days prior to the meeting to each member at the address shown on the records of the Association.

(b) At least ten (10) days prior to the meeting, written or printed notice of each *special* meeting of members, stating the place, day, and hour of such meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally, or mailed to each member at the address shown on the records of the Association.

3.6 *Waiver of Notice.* A waiver of any notice required to be given any member, signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice. The attendance of a Member at any regular or special meeting of the Members shall constitute a waiver of notice of such meeting.

3.7 *Voting.* A member may vote in person or by proxy executed in writing by such member or such member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date it is executed, unless otherwise provided in the proxy. A member may vote for the election of directors by mail or by any other method permitted by this Section 3.7.

3.8 *Quorum.* One-quarter (1/4) of the members entitled to vote represented at a meeting in person or by proxy (or in the case of election of directors not present but voting by mail) shall be necessary and sufficient to constitute a quorum for the transaction of business.

#### ARTICLE IV. BOARD OF DIRECTORS

4.1 *Number and Powers.* The management of all the affairs, property, and interests of the Association shall be vested in a Board of Directors consisting of five (5) persons. Directors must be members. The Board of Directors elected at the initial annual meeting of members shall serve for a two (2) year term. The term of office of the directors shall be two years commencing with the election of the director(s) at the annual meeting of members and ending two years thereafter. In addition to the powers and authorities expressly conferred upon it by these Bylaws and Articles of InAssociation, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the members of the Association.

4.2 *Change of Number.* The number of directors may at any time be increased or decreased by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

4.3 *Vacancies.* All vacancies in the Board of Directors, whether caused by resignation, death or otherwise, may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum of the Board of Directors. A director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor and until a successor is elected and qualified.

4.4 *Regular Meetings.* Regular meetings of the Board of Directors may be held at the registered office of the Association or at such other place or places, either within or without the State of Washington, as the Board of Directors may from time to time designate. The schedule for regular meetings of the Board shall be adopted by majority vote of the Board, and may be amended thereafter by majority vote of the Board; no notice of regular meetings of the Board of Directors shall be required to said Directors once the schedule for regular meetings of the Board is provided to the Directors. The regular meetings of the Board shall be held not less frequently than once each six months.

The annual meeting of the Board of Directors shall be held without notice at the registered office of the Association, at \_\_\_\_\_ on \_\_\_\_\_ of each year, or at such other time and place as the Board of Directors shall designate by written notice.

4.5 *Special Meetings.* Special meetings of the Board of Directors may be called at any time by the President or upon written request by any two directors. Such meetings shall be held at the registered office of the Association or at such other place or places as the directors may from time to time designate.

4.6 *Notice For Special Meetings.* Notice of all special meetings of the Board of Directors shall be given to each director by three (3) days' prior service of the same by telegram, by letter, or personally. Such notice need not specify the business to be transacted at, nor the purpose of, the meeting.

4.7 *Quorum.* A majority of the whole Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business.

4.8 *Waiver of Notice.* Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the director or directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.

4.9 *Registering Dissent.* A director who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to such action unless the director shall file a written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association



immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

4.10 *Executive and Other Committees.* The Board of Directors may appoint, from time to time, from its own number, standing or temporary committees consisting each of no fewer than two (2) directors. Such committees may be vested with such powers as the Board may determine by resolution passed by a majority of the full Board of Directors. No such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing these Bylaws; electing, appointing, or removing any member of any such committee or any director or officer of the Association; amending the Articles of InAssociation; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, or exchange of all or substantially all of the property and assets of the Association other than in the ordinary course of business; authorizing the voluntary dissolution of the Association or adopting a plan for the distribution of the assets of the Association; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Association. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

4.11 *Remuneration.* No stated salary shall be paid directors, as such, for their service, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of such Board; provided, that nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings. Directors may be reimbursed by the Association for out-of-pocket expenses as approved by the Board of Directors.

4.12 *Loans.* No loans shall be made by the Association to any director, officer or member.

4.13 *Removal.* Any director may be removed at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the votes cast by members having voting rights with regard to the election of any director represented in person or by proxy at a meeting of members at which a quorum is present.

4.14 *Action by Directors without a Meeting.* Any action required or permitted to be taken at a meeting of the directors, or of a committee thereof, may be taken without a meeting by a written consent setting forth the action so to be taken, signed by all of the directors, or all of the members of the committee, as the case may be, before such action is taken. Such consent shall have the same effect as a unanimous vote. Any such action may also be ratified after it has been taken, either at a meeting of the directors or by unanimous written consent.

4.15 *Suspension Of Voting Rights (Directors):* Any director who is more than one-hundred and twenty (120) days delinquent in his/her obligations to the Association shall not be permitted to vote upon any matter before the Board of Directors until such director shall bring his or her account with the Association current.

## ARTICLE V. OFFICERS

5.1 *Designations.* The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer. All officers shall be elected for terms of two years by the Board of Directors. Such officers shall hold office until their successors are elected and qualify. Any two or more offices may be held by the same person, except the offices of President and Treasurer. A household may have more than one officer and/or director from said household, except that the positions of President and Treasurer may not be held by persons residing in the same household.

5.2 *The President.* The President shall preside at all meetings of the Board of Directors, shall have general supervision of the affairs of the Association, and shall perform such other duties as are incident to the office or are properly required of the President by the Board of Directors.

5.3 *Vice-President.* During the absence or disability of the President, the Vice-President shall exercise all the functions of the President. The Vice-President shall have such powers and discharge such duties as may be assigned to him or her from time to time by the Board of Directors. He/she shall also be responsible for reviewing the financial books of the Association in coordination with the Treasurer, and in such instances when there is an out-going Treasurer.

5.4 *Secretary.* The Secretary shall issue notices for all meetings, except for notices of special meetings of the members and the Board of Directors which

are called by the requisite number of directors, shall keep minutes of all meetings, and shall make such reports and perform such other duties as are incident to the office, or are properly required of the Secretary by the Board of Directors.

5.5 *The Treasurer.* The Treasurer shall have the custody of all monies and securities of the Association and shall keep regular books of account. The Treasurer shall disburse the funds of the Association in payment of the just demands against the Association or as may be ordered by the Board of Directors (taking proper vouchers for such disbursements) and shall render to the Board of Directors from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Association. The Treasurer shall perform such other duties as are incident to the office or, are properly required by the Board of Directors.

5.7 *Delegation.* If any officer of the Association is absent or unable to act and no other person is authorized to act in such officer's place by the provisions of these Bylaws, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer or any director or any other person it may select.

5.8 *Vacancies.* Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board.

5.9 *Other Officers.* The Board of Directors may appoint such other officers or agents as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

5.10 *Term--Removal.* The officers of the Association shall hold office until their successors are chosen and qualified. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.11 *Bonds.* The Board of Directors may, by resolution, require any and all of the officers to provide bonds to the Association, with surety or sureties acceptable to the Board, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

## ARTICLE VI. DEPOSITORIES

The monies of the Association shall be deposited in the name of the Association in such bank or banks or trust company or trust companies as the Board of Directors shall designate, and shall be drawn from such accounts only by check or other order for payment of money signed by such persons, and in such manner, as may be determined by resolution of the Board of Directors. An expenditure by the Association in excess of \$500 shall require the prior approval of the Board of Directors.

#### ARTICLE VII. NOTICES

Except as may otherwise be required by law, any notice to any member or director may be delivered personally, or by mail or courier. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at his or her last known address in the records of the Association, postage prepaid.

#### ARTICLE VIII. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS

The Association shall indemnify its officers, directors, employees, and agents to the greatest extent permitted by law. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association or who is or was serving at the request of the Association as an officer, employee, or agent of another Association, partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against such person and incurred by such person in any such capacity or arising out of any status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

#### ARTICLE IX. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors; and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its directors, giving the names and addresses of all directors.

## ARTICLE X. AMENDMENTS

The Board of Directors shall have power to make, alter, amend, and repeal the Bylaws of this Association by a vote of a two-thirds of all the Directors attending at any regular or special meeting of the Board, provided that notice of intention to make, amend or repeal By-Laws, in whole or in part, at such meeting, shall have been previously given to each member of the Board in accordance with the provisions for notice contained in these By-Laws.

If the By-Laws are amended by the Board of Directors, a copy of such amended By-Laws shall be sent to each member according to Section VII.

## ARTICLE XIII. FAILURE TO HOLD MEETINGS

The failure to hold any Directors' meeting or Members' meeting shall not in any way vitiate or injure the business of this Association, but such failure to hold the same shall be construed as an adjournment thereof to such time thereafter as a meeting may be regularly held, either by notice or written consent.

*The foregoing are the By-Laws ADOPTED by resolution of the Association's Board of Directors on October 1st, 2006.*