BYLAWS

OF STENDALL PLACE HOMEOWNERS' ASSOCIATION

February 11, 1980

BYLAWS OF STENDALL PLACE

HOMEOWNERS' ASSOCIATION

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BYLAWS OF

STENDALL PLACE HOMEOWNERS' ASSOCIATION

ARTICLE 1. OBJECT AND DEFINITIONS

1.1 Purpose. The purpose for which this Association is fanned is to govern the planned unit development prop­ erty which is described in Exhibit A attached hereto and by this reference is made a part hereof, pursuant to the provisions of a Declaration entitled ''Planned Unit Develop-· ment Declaration of Covenants, Conditions, Easements, Liens and Restrictions and Deed for Stendall Place" (hereinafter referred to as the "Declaration").

1.2 Assent. All present or future owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of

any of the lots or units (hereinafter referred to as ''units") in the project or the mere act of occupancy of any of said units shall constitute ratification of these Bylaws.

1.3 Definitions. Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "owners" and "members" as used herein shall by synonymous.

ARTICLE 2. MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION

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

2.2 Additional Administrative Provisions.

2.2.1 Majority of Owners. As used in these

Bylaws the term "majority of owners" shall mean those owners

of more than fifty percent (50%) of the total votes under

Article VIII of the Declaration.

2.2.2 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of owners holding at least forty (40%) of the total votes under Art­ icle VIII, Section 4 of the Declaration shall constitute a quorum. An affirmative vote of the owners holding a majority of the total votes present, either in person or by proxy, shall be required to transact business; provided, however, that no Board member shall be removed unless a majority of owners vote affirmatively therefor.

2.2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with

the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof.

2.2.4 Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by

owners is required by the Declaration or Bylaws, in accord-

dance with the following procedures:

(a) In case of election of Board members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full

Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days

after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all

owners. The notice shall state that any owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of

the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date the Secretary shall give written notice to all owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the owners on or before said specified date, stating that each owner may cast a vote by mail

and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board

members pursuant to such an election by mail by

receipt of the number of votes required by apple­

cable law shall take office effective on the date

specified in the notice for receipt of such

votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give

2.

written notice to all owners, which notice shall include a proposed written resolution setting forth a description of the proposed action, and

shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than twenty (20) days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the Association. Votes re­ ceiled after that date shall not be effective.

Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority

of the votes entitled to be cast on such question,

unless a greater or lesser voting requirement is

established by the Declaration or Bylaws for the

matter in question.

(c) Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this section 2.2.4.

2.2.5 Adjourned Meeting . If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

2.2.6 Order of Business. The order of business at all meetings of the owners of apartments shall be as follows:

A. Roll call.

B. Proof of notice of meeting or waiver of notice.

c. Reading of minutes of preceding meeting. D. Reports of officers.

E. Reports of committees.

F. Election of Board members (annual meeting only), G. Unfinished business.

H. New business.

ARTICLE 3. Management of the Project.

3.1 In General. The affairs of the Association shall be governed by a Board which, after Declarant's management authority ends, shall be composed of five (5) members. With regard to initial management by Declarant (or a temporary Board selected by Declarant), transfer of management to the permanent Board and the Board's authority reference is made to the Article VIII of the Declaration.

3.2 Additional Provisions Regarding Board.

3.2.1 Election and Term of Office. The members

of the initial Board (that is the first Board elected by the owners after Declarant's management authority ends) shall

serve for a one-year term of office; provided, that at the Association meeting at which the initial Board is elected, the owners shall adopt voting procedures designed to assure that the expiration dates for the term of the initial Board members are staggered.

3.2.2 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so

elected shall be a Board member until a successor is elected

at the next annual meeting of the Association.

3.2.3 Removal of Board Members. At any regular meeting or at any special meeting called for that purpose, any one or more of the Board members may be removed with or without cause, by a majority of all of the apartment owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above,

until Declarant's management authority ends, only Declarant shall have the right to remove a Board member.

3.2.4 Organization Meeting. The first meeting of a newly-elected Board shall be held immediately following

the annual meeting and no notice shall be necessary to the newly-elected Board members in order legally to constitute such meeting.

3.2.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be deter­ mined, from time to time, by a majority of the Board members, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of owners. Notice of regular meetings of the Board shall be given to each Board member,

personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.2.6 Special Meetings. Special meetings of the Board may be called by the President on three (3) days’ notice to each Board member, given personally, or by mail, telephone or telegraph, which notice shall state the time,

place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

3.2.7 Waiver of Notice. Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver

of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.2.8 Quorum. At all meetings of the Board, four members shall constitute a quorum for the transaction of business, and the acts of three (3) of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

3.2.10 Board Fees. Each Board member shall receive such sum as the owners may from time to time deter­ mine, plus transportation expenses, for attendance at any regular or special meeting of the Board.

AR'J.'ICLE 4. OFFICERS.

4.1 Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board.

4.2 Election of Officers. The officers of the Asso­

ciation shall be elected annually by the Board at the

organization meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concur­ rently any two offices (and may also concurrently be a Board member), except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled.

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

4.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit cor­

poration including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice-President. A Vice-President shall have all the powers and authority and perform all. of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.

4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers

as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their regis­ tered mailing addresses. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member. Such list shall be

open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.7 Treasurer. The Treasurer shall have responsi­ bility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Asso­ ciation in such depositories as may from time to time be designated by the Board of Directors.

more Assistant Secretaries to perform all of the duties of

the Secretary in the absence of the Secretary.

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

the Treasurer in the absence of the Treasurer.

ARTICLE 5. INDEMNIFICATION OF OFFICERS AND MANAGERS.

5.1 Indemnification. The Association shall indemnify every Board member or officer, and his or her heirs, execu- tors and administrators as provided in Article IX of the Articles of Incorporation. Nothing contained in said Art­ icle IX shall, however, be deemed to obligate the Associa­ tion to indemnify any member or owner of a unit who is or

has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or owner of a unit covered thereby.

ARTICLE 6. OBLIGATIONS OF OWNERS.

6.1 In General. Each owner shall always endeavor to observe and promote the cooperative purposes for the accom­ plishment of which the project was built and each owner shall comply strictly with all provisions of the Declara­ tion.

6.2 Use of General Common Elements and Limited Common Elements. Each owner shall use the general community areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

6.3 Right of Entry.

6.3.1 An owner shall permit the Managing Agent or other person authorized by the Board the right of access to the owner's unit from time to time during reasonable hours

as may be necessary for the maintenance, repair or replace­ ment of the community areas, or at any time deemed necessary by the Managing Agent or Board for the making of emergency repairs or to prevent damage to any of the community areas.

ARTICLE 7. BYLAWS.

7.1 Amendments. Bylaws (and amendments thereto) for the administration of the Association and the property, and for other purposes not inconsistent with the Act or with the

tion by concurrence of those voting owners holding sixty percent (60%) of the voting power at a regular or special meeting. Notice of the time, place and purpose of such meeting shall be delivered to each apartment owner at least ten (10) days prior to such meeting.

ARTICLE 8. MORTGAGES.

8.1 *Notice* to Association. An owner who mortgages his lot and/or unit shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his mortgagee. The Associa­ tion shall maintain such information in a book or list entitled "Mortgagees of Units."

8.2 Notice of Unpaid Assessments. shall at the request of a mortgagee of a port any unpaid assessments due from the

The Association unit or lot re­ owner of such unit.

ARTICLE 9. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING

ADDRESS AND REQUIRED PROXIES.

9.1 Proof of Ownership. Any person on becoming an owner of a unit shall furnish to the Managing Agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

9.2 Registration of Mailing Address. The owners of each unit shall have one (1) and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing ad­ dress of a person or persons, firm, corporation, partner­ ship, association or other legal entity or any conciliation thereof to be used by the Association. Such registered address of a unit owner or owners shall be furnished by such owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the owners of the unit or by such persons as are authorized by law to represent the interest all of the owners thereof. If no such address is registered or if

all of the owners cannot agree, then the address of the apartment shall be the registered address until another registered address is furnished as permitted under this

section. Registered addresses may be changed from time to time by similar designation.

9.3 Completed Requirement. 'The requirements contained in this Article shall be first met before an owner of a unit shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE 10. CONFLICT WITH DECLARATION OR LAW.

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

ARTICLE 11. NONPROFIT ASSOCIATION.

This Association is not organized for profit. No member, member of the Board or person from whom the Asso­ ciation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any members of the Board. The foregoing, how­ ever, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes

of the Association, and (2) any member or Board member may,

from time to time, be reimbursed for his actual and reason­

able expenses incurred in connection with the administration

of the affairs of the Association.

ARTICLE 12. FISCAL YEAR.

The fiscal year of the Association shall begin on

September 1, and end on August 31.

Dated this day of ----------------' 19

DECLARANT

STENDALL PLACE HOMEOWNERS' ASSOCIATION

**Stendall Place Homeowners’ Association**

**Amendment to Bylaws**

The following amendment(s) have been approved by the homeowners of Stendall Place as provided by Article 7, Section 7.1 of the Bylaws of Stendall Place Homeowners’ Association.

***Article 3, Section 3.1 shall be amended to read:***

“The affairs of the association shall be governed by a board, which after declarant’s management authority ends, shall be composed of nine (9) members. With regard to initial management by declarant (or a temporary board selected by the declarant). transfer of management to the permanent board and the board’s authority reference is made to Article VIII of the Declaration.”

***Article 3, Section 3.2.8 shall be amended to read:***

“At all meetings of the board, five (5) members shall constitute a quorum for the transaction of business, and the acts of four (4) of the board members present at a meeting at which a quorum if present shall be the acts of the board. If, any at meeting of the board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.”

IN WITNESS WHEREOF the undersigned president and secretary of the Stendall Place Homeowners’ Association have executed this instrument this 19th day of April, 1984, at Seattle, King County, Washington.

Stendall Place Homeowners’ Association

By: Willis O. Hjellming

Willis O. Hjellming, Its President

By: Jackie Jostel

Jackie Jostel, Its Secretary

Willis O. Hjellming appeared before me on this 19th day of April, 1984.

Anna Maria Kedell

Notary Public in and for the State of

Washington, residing at Seattle

Jackie Jostel appeared before me on this 1st day of May, 1984.

Dorene Reddy

Notary Public in and for the State of

Washington, residing at Seattle