

## AMENDED BYLAWS OF THE VILLAGE AT CORDATA CONDOMINIUM ASSOCIATION

These Amended Bylaws supersede, in their entirety, the original Bylaws dated June 25, 1990, which were adopted by VACCA October 31, 1991, and their March 1992, October 1993, and April 1996 amendments.

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## **Article I. Name and Object of Corporation**

### **Section I- 1. Name.**

This Corporation shall be known as THE VILLAGE AT CORDATA CONDOMINIUM ASSOCIATION, hereinafter called the "Association". The Condominium "Declaration, Covenants, Conditions, Restrictions, and Reservations" were filed under Whatcom County Auditor's File Number 1629075 as subsequently amended, hereinafter called the "Declaration".

### **Section I- 2. Object.**

The object of the Association shall be to provide for the orderly and prudent management of those affairs of mutual interest to the members of THE VILLAGE AT CORDATA CONDOMINIUM ASSOCIATION.

## **Article II. Membership**

### **Section II- 1. Qualification.**

Each Owner shall be a member of the Association and shall be entitled to one membership for each Apartment owned. If an Apartment has been sold on contract, the contract purchaser shall exercise the rights of the Apartment Owner and shall be the voting representative unless otherwise specified. Ownership of an Apartment shall be the sole qualification for membership in the Association.

### **Section II- 2. Transfer of Membership.**

The association membership of each Owner shall be appurtenant to the Apartment giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to said Apartment and then only to the transferee of title to such Apartment. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an Apartment shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

**Section II- 3. Number of Votes.**

The total voting power of all Owners shall be one hundred (100) votes and the total number of votes available to Owners of any one Apartment shall be equal to the percentage of undivided interest in the Common Areas appertaining to such Apartment as set forth in Schedule C of the Declaration as last amended.

**Section II- 4. Voting Owner and Proxies.**

(a) There shall be one (1) voting representative of each Apartment. If a person owns more than one Apartment, he shall have the votes for each Apartment owned. The voting representative shall be designated by the Owner or Owners of each Apartment by written notice to the Board, and need not be an Owner. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in an Apartment, or by actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in the Apartment. This power of designation and revocation may be exercised by the guardian of an Apartment Owner, and the administrators or executors of an Owner's estate. Where no designation has been made, (or where a designation has been made but is revoked and no new designation has been made,) the voting representative of each apartment shall be the group composed of all of its Owners. At its discretion, the Board may allow voting representatives to cast ballots by mail.

(b) Votes allocated to an Apartment may be cast pursuant to a proxy duly executed by an Apartment Owner by written notice (i.e., proxy) to the Board. The person who receives the proxy need not be an Owner. The proxy shall be revocable at any time by actual notice to the Board from a party having an ownership interest in the Apartment. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance. The Board may restrict the number of proxies that may be voted by any individual person.

**Section II- 5. Joint Owner Disputes.**

The vote for an Apartment must be cast as a single vote. Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one (1) vote is cast for a particular Apartment, none of said votes shall be counted and said votes shall be deemed void.

**Section II- 6. Pledged Votes.**

If an Owner is in default under a first Mortgage on the Apartment for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Apartment Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

**Article III. Membership Meetings****Section III- 1. Annual Meetings.**

There shall be an annual meeting of the Owners in the first quarter of each calendar year, or such other fiscal year as the Board may by resolution adopt, at such reasonable place and time as may be designated by written notice of the Board mailed or hand delivered to the Owners no less than ten (10) days nor more than fifty (50) days prior to the date fixed for said meeting. The notice shall state the tentative agenda for the meeting. The notice with the tentative agenda shall also be posted on the Association's bulletin board not less than ten (10) days prior to the meeting. At the annual meeting, there shall be presented an audit of the Common Expenses, itemizing receipts

and disbursements for the preceding fiscal year, and the allocation thereof to each Owner, and the estimated Common Expenses for the coming fiscal year.

### **Section III- 2. Special Meetings.**

Special meetings of the Owners may be called at any time for the purpose of considering matters which by the terms of the law or the Declaration or these Bylaws require the approval of all or some of the Owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the President of the Association upon the decision of the President, or after request signed by a majority of the Board, or by written request by the Owners having at least forty percent (40%) of the total votes, which notice shall be mailed or hand delivered not less than ten (10) days, nor more than fifty (50) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, the tentative agenda, and in general the matters to be considered. A notice of the meeting with a tentative agenda shall also be posted on the Association's bulletin board not less than ten (10) days prior to the meeting.

### **Section III- 3. Quorum.**

A quorum is present throughout any meeting of the Association if the Owners of units to which fifty percent (50%) of the votes of the association are allocated are present in person or by proxy at the beginning of the meeting. At any meeting at which a quorum is present, any action agreed to by a fifty percent (50%) or more vote of the voting power of those Owners present in person or by proxy shall constitute an action taken by the Association except as otherwise provided in the Declaration or these Bylaws.

## **Article IV. Management of Condominium**

### **Section IV- 1. General Powers of the Board.**

Administrative power and authority shall vest in a Board of Directors elected from among the Apartment Owners. The Board may delegate all or any portion of its administrative duties to a Manager or officer of the Association. The Board, or the Manager, for the benefit of the Condominium and the Owners, shall enforce the provisions of the Declaration and of the Bylaws, and shall have all the powers and authority permitted to

the Board under the law and the Declaration. The Board of Directors may establish and enforce any and all additional rules and regulations deemed advisable and necessary. The Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

#### **Section IV- 2. Number; Election.**

The members of the Board of Directors shall be elected by the Owners. The Board shall consist of nine (9) members serving staggered three (3) year terms with three (3) terms expiring each year on March 31<sup>st</sup>. At the annual meeting an election of Board members shall be held with respect to any vacancies or Board positions that expire on the following March 31<sup>st</sup>. Newly elected Board members shall begin their terms on March 31<sup>st</sup>. An Owner may serve an unlimited number of terms but may not serve more than two (2) consecutive terms.

#### **Section IV- 3. Election of Officers.**

The Board of Directors shall elect from among their number, a President, a Vice-President, a Secretary, and a Treasurer. Two or more offices may be held simultaneously by the same person, except for the offices of President and Secretary. The meeting of the Board of Directors to elect officers shall be held during the first week of April. Officers shall hold office for a term of one year or until their successors are qualified, and may be reelected.

#### **Section IV- 4. Vacancies in Office, Removal of Directors.**

Any director shall automatically have his membership on the Board terminated in the event that he ceases to be an Apartment Owner. Any director may resign at any time by giving 30 days' written notice to the Secretary. If a vacancy occurs among the officers or in the Board of Directors, the vacancy shall be filled by the Board of Directors provided that the position for the remaining term shall be subject to election at the next annual meeting of the membership. A member of the Board of Directors may be removed from office at a special or annual meeting of the membership on approval of

seventy-five percent (75%) of the voting representatives present in person or by proxy subject to quorum requirements. Any removal is effective at the end of the meeting.

#### **Section IV- 5. Board Meetings.**

Regular meetings of the Board of Directors shall be scheduled and held at least quarterly at dates and times determined by the Board. Special meetings of the Board shall be called by the President on his own initiative whenever in his judgement deemed necessary, or by the Secretary upon request of any two members of the Board. Five (5) days notice of special meetings of the Board shall be delivered personally to all directors and shall be deemed sufficient notice of such meetings. Notices of all Board meetings, with a tentative agenda, shall be posted on the Association's bulletin board not less than five (5) days prior to the meeting. A quorum shall be considered present throughout any meeting of the Board if persons entitled to cast fifty percent (50%) or more of the votes on the Board are present at the beginning of the meeting. If a quorum is present, a decision of a majority of those present shall be an action of the Board.

#### **Section IV- 6. Financial Statements and Audits.**

At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The financial statements of the Association shall be audited at least annually by a certified public accountant. Such an audit shall be presented at the annual meeting. The Board at any time, or by written request of Owners having at least forty percent (40%) of the total votes, may require that an audit of the Association and management books be presented at any special meeting. An Apartment Owner, at his own expense, may at any reasonable time make an audit of the books of the Board and Association.

#### **Section IV- 7. Budget Adoption.**

Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall prepare a budget for the following year.

Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of units to which a majority of the votes in the association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

#### **Section IV- 8. Compensation of Residents.**

Residents shall not receive any salary or compensation for services rendered to the Association. They may, however, receive reimbursement for out of pocket expenses so incurred.

#### **Section IV- 9. Committees.**

The Board or the President acting for the Board may appoint and delegate certain tasks and responsibilities to committees to carry out specific functions under the direction and control of the Board. The Board shall appoint and disband standing committees, while the President or the Board shall appoint and disband ad hoc committees. Committees shall report to the Board during its meetings as requested by the Board or the President. One committee, which may have one member, shall have the responsibility to provide resale certificates as required by state law. There shall be an Audit Committee of at least three (3) persons, one of whom shall be a Board member other than the Treasurer. The committee shall meet monthly, or on some other schedule determined by the Audit Committee, to review such information and discuss such matters as may be determined by the Board or the committee. An Executive Committee shall be composed of the President, Vice President, Secretary, and Treasurer. Its function shall be to study and discuss issues it deems appropriate and make suitable recommendations to the Board.



**Section IV- 10. Purchases and Contracts.**

To minimize potential problems, the Board of Directors shall establish and enforce rules and regulations as necessary to provide standard procedures to be followed when either purchasing an item or entering into a contract for goods or services. All contracts shall be presented to the Board for approval. The purchases and contracts rules and regulations may be modified by the Board whenever deemed advisable and necessary, and they shall provide for emergency or unusual situations.

**Article V. Duties of Officers****Section V- 1. President.**

The President shall preside at all meetings of the Association and of the Board of Directors. He shall call such meetings as may be deemed necessary. In addition, the President shall have and exercise under the direction of the Board general supervision of the affairs of the Association, and perform such other duties as are usually inherent in such office.

**Section V- 2. Vice President.**

In the absence of the President, the Vice President shall preside and assume the duties of the President. In addition, the Vice President shall perform all such acts as the President may direct.

**Section V- 3. Secretary.**

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; shall, if requested, read such minutes at the next meeting for approval; and shall notify all Owners of meetings of the Association or the Board of Directors. He shall: keep a record of the names and addresses of the Owners; have charge of all necessary records and papers of the Association; and perform such other duties as may be required by him by Bylaws, the President, or the Board of Directors.

**Section V- 4. Treasurer.**

The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the property and business transactions of the Association. He shall have charge of all receipts and moneys of the Association. He shall keep an accurate account and collect all application fees, dues, and charges due from members, deposit them in the name of the Association in a bank or banks approved by the Board of Directors, and disburse funds as ordered or authorized by the Board of Directors. Any reserve funds shall be kept in a segregated account or accounts. He shall keep regular accounts of his receipts and disbursements. He shall render periodic financial reports as directed by the Board, including an annual report which shall be presented at the annual meeting of the Owners. He shall sign checks and withdrawal slips in behalf of the Association upon any and all of its bank accounts. However, any transaction affecting any reserve funds, including the issuance of checks, shall require the signature of a second Board member.

**Section V- 5. Execution of Instruments.**

The President and the Secretary or the Treasurer shall, on being so directed by the Board, sign all leases, contracts, or other instruments in writing.

**Article VI. Amendments**

These Bylaws may be amended only upon concurrence of those Owners holding a majority of the voting power who are represented in person or by proxy at an annual or special meeting of the Association, provided that notice of proposed amendment has been stated in the call for the meeting.

**Article VII. Miscellaneous****Section VII- 1. Conflict Between the Declaration and Bylaws.**

In the event of a conflict between the provisions of the Declaration and these Bylaws, the Declaration prevails except to the extent that the Declaration is inconsistent with the law.

**Section VII- 2. Severability.**

All provisions of these Bylaws are severable and shall be deemed independent. The invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.

These Amended Bylaws are hereby adopted upon concurrence of those Owners holding a majority of the voting power who were represented in person or by proxy at the Annual Meeting of the membership held on the \_\_\_\_\_ day of March, 2001.

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Joe Pickard, President

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Glenn Major, Secretary