

**BYLAWS of  
DAVE'S VIEW AT MARTIN'S BLUFF  
Homeowners Association**

Article 1

**Definitions**

- 1.1 "Association" shall mean and refer to the Dave's View at Martin's Bluff Homeowner's Association, a Washington nonprofit corporation, notwithstanding the name defined in any plat(s) or declarations governing the same.
- 1.2 "Common area" means any property owned, or otherwise maintained, repaired or administered by the Association.
- 1.3 "Common Expense" or "Common Area Cost" means the costs incurred by the Association to exercise any of its powers or maintain the Common area, if any.
- 1.4 "Governing documents" mean the Articles of Incorporation, these Bylaws, the plat(s), the declaration of covenants, conditions, and restrictions, as may be amended from time to time, rules and regulations of the Association, or other written instruments by which the Association has the authority to exercise any of the powers provided for by law or to manage, maintain, or otherwise affect the property under the jurisdiction and control of the Association.
- 1.5 "Development Period" "Development Period" means that period of time that the Declarant holds title to at least two (2) Lots in Phase 1, 2, 3, 4 or 5 for purposes of development, sale or resale.

Article 2

**Offices**

- 2.1 **Principal Office.** The principal office of the Association shall be that of the current President serving the Association.
- 2.2 **Registered Office/Agent.** The registered office and the registered agent located at such office shall be that set forth in the Articles, of Incorporation of the Association, or any instrument filed with the Washington Secretary of State amending the same.
- 2.3 **Other Offices.** The Association may also, where necessary or convenient to the accomplishment of its purposes, maintain offices or facilities elsewhere within the State of Washington of such nature and at such locations as the Board of Directors may, from time to time, determine.

Article 3

**Association Jurisdiction / Declarant's Reservation of Authority**

The jurisdiction of the Association shall be all of the real property legally described as Dave's View at Martin's Bluff, plat(s) & phases 1-5 recorded at \_\_\_\_\_, Cowlitz County. Auditor # (s)

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- 3.1 **Formation.** The Declarant has formed the Dave's View at Martins Bluff Homeowners' Association, a non-profit corporation under the laws of the State of Washington, hereinafter referred to as the "Association". There shall be one (1) membership in the Association for each lot located within Dave's View and one (1) vote for each membership. Each membership shall be appurtenant to and run with each lot, and shall not be assigned, transferred, pledged, hypothecated or conveyed in any way except upon the transfer of each said lot, and then only to the new owner of the lot. The term "member" shall mean and refer to every record owner of a lot once conveyed by Declarant, whether one or more persons or entities, excluding those having an interest in any lot merely as security for the performance of an obligation, and who, as a result of such ownership, holds a membership in the Association.
- 3.2 **Declarant's Reservation of Authority During Development Period.** Declarant hereby reserves for itself, its successors or assigns, during the development period, all of the rights, powers and functions of the Association, its members or the Board itself, which shall be exercised and/or performed by the Declarant, including, but not limited to the adoption and/or amendment of architectural control standards and rules and regulations and the designation of the Architectural Review Committee.
- 3.3 **Development Period.** The Dave's View development period shall mean twenty four (24) months from the date of recording the initial Declaration or until the date that all but two (2) of the proposed lots within the Dave's View plat (all phases) have been sold, which ever is later. Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the development period at any time. Upon termination of the development period, the Declarant shall record with the Cowlitz County Auditor a Notice of Termination of Development Period referencing the Declaration and stating that the development period is terminated.
- 3.4 **Transfer of Control.** The Declarant shall designate and appoint a Board of Directors of the Association during the development period until such time as all but 2 lots in Dave's View are sold or sooner upon the election of the Declarant to terminate the development period, at which time control of the Association shall be turned over to its members. Once control is turned over, the Association's members

may elect the Board of Directors from their numbers at large, as provided in the Articles of Incorporation and/or Bylaws; and the Declarant will, on an ongoing basis, retain one (1) vote for each lot which it continues to own. Further the Declarant reserves the right(s) after the development period to waive nonconformity therewith as it relates to but is not limited to individual "lot" or "member" dues and obligations.

- 3.5 **Notice of Termination of Development Period.** Not less than ten (10) nor more than sixty (60) days prior to the recording of the Notice of Termination of Development Period, the Declarant shall give written notice to each lot owner at their last known address of the termination of the development period and of that date, place and time at which a meeting of the Association will be held to elect the officers and Board of Directors of the Association. The notice shall specify that the purpose of the Association meeting is to elect the officers and Board of Directors of the Association. Upon termination of the development period, the Declarant reserves all rights to complete any work required of the Declarant, and reserves the right to actively engage in the sale of any lots that remain unsold and continue to undertake and conduct any marketing and sales activities in the same or similar manner as the Declarant conducted prior to termination of the development period, including placement of signs and advertising and the use of a sales office if any.

#### Article 4

### **Purposes**

The purposes for which the Association is formed are those set forth in its Articles of Incorporation as from time to time amended and to do all other things incidental necessary, convenient or expedient for the attainment of the purposes therein set forth and for the accomplishment of the duties and responsibilities imposed upon the Association by the laws of the State of Washington and these Bylaws.

#### Article 5

### **Membership**

- 5.1 **Members.** The members of the Association shall be as described in the Association's Articles of Incorporation.
- 5.2. 1 **Annual Meeting.** The first meeting of the membership shall be held; Within twenty-four (24) months after the date of recordation of the initial plat of Dave's View at Martin's Bluff, after Declarant has sold all but two (2) Lots or elects to terminate authority during the development period whichever is later. At such date and time noticed by the initial Board of Directors in the manner set forth in Section 5.4. Each subsequent annual meeting of the members of the Association shall be held between the months of January and March of each year. At such meetings, there shall be elected a Board of Directors, if necessary, in accordance with Section 6.6 of these Bylaws. The members may also transact such other business as may properly come before the meeting as specified under



the Act, in the Articles of Incorporation or upon referral by the Board of Directors.

- 5.2.2 **Regular Meetings.** The Board of Directors by resolution may set a schedule for regular meetings of the members for the ensuing year. Notice of regular meetings shall be provided as set forth in Section 54.
- 5.2.3 **Special Meeting.** Special meetings of the members may be called by the president, a majority of the Board of Directors, or by owners having ten (10) percent of the votes in the Association. Notice of special meetings shall be provided as set forth in Section 5.4.
- 5.3 **Place of Meetings.** Meetings of the membership shall be held at any suitable place convenient to the members as may be designated by the Board of Directors and set forth in the notices of such meetings.
- 5.4 **Notice of Member Meetings.** For any meeting of the members, the secretary or other officer of the Association specified in these Bylaws shall cause notice of meeting to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each member or to any other mailing address designated in writing by the members. The notice shall be given not less than 14 days or more than 60 days in advance of any meeting. The notice shall state the time and place of the meeting, the purpose of which the meeting is called, and the business to be placed on the agenda by the Board of Directors for a vote by the members, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, any proposal to remove a director, or any amendment to the Declarations.
- 5.5 **Quorum.** A quorum is present for any meeting of the members if any of the legal lots within the Association jurisdiction are represented by two-thirds 2/3 of the members in person or by proxy at the beginning of the meeting.
- 5.6 **Voting.**
- 5.6.1 Voting shall be as set forth in the Association's Articles of Incorporation. At each meeting of the members, each lot may be represented by one member, by proxy executed in writing by the member (or if more than one member then by all of the members), or by the member's duly authorized attorney-in-fact (the "voting member").
- 5.6.2 When a quorum is present at any meeting, the vote of a majority of the voting members represented in person or by written proxy shall decide any question brought before such meeting, and such vote shall be binding upon all members, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or these Bylaws a different vote is required, in



which case such express provisions shall govern and control the decision of such question.

- 5.7 **Proxies.** All proxies shall be in writing and the proxy shall be filed with the Secretary of the Association prior to the meeting at which the proxies are to be used. A notation of the member votes represented by proxies shall be made in the minutes of the meeting. Every proxy shall be valid for a period of eleven months, or until it is earlier revoked, and shall automatically cease upon conveyance of the member(s)' interest in the lot(s) in the Association's jurisdiction.
- 5.8 **Waiver of Notice.** Any member may, in writing, waive notice of any meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member whether in person or by proxy at any membership meeting shall be a waiver of notice of the time and place of the meeting, except where a member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- 5.9 **Consent to Actions Without Meeting.** Whenever the vote of the members is required, the meeting and vote of the members may be dispensed with if all members who would have been entitled to vote upon the action shall consent in writing to such action being taken, and, unless otherwise provided in the consent, such action shall be effective when the last member signs the same.
- 5.9.1 **Mail-In Ballots.** Whenever the vote of the members is required, the vote may be taken by mail-in ballot, provided that full instructions for and the mail-in ballot are provided with or otherwise set forth in the notice for a meeting established for the actions upon which the ballots will be cast and that such instructions are not in contradiction to any provisions contained in the Act(s), the Articles of Incorporation, or these Bylaws. All mail-in ballots shall be sent to the Secretary of the Association and must be received prior to the date and time set for the meeting.

#### Article 6

### **Membership**

- 6.1 **Number.** A Board of Directors consisting of no more than five (5) directors shall manage the affairs of the Association. The number of directors may be increased or decreased from time to time by unanimous approval of the Board of Directors provided however that a decrease shall not have the effect of shortening the term of any incumbent director.
- 6.2 **Qualification.** All directors shall be members of the Association.
- 6.3 **Authority and Powers of the Board of Directors.** The management of the affairs, property, and interests of the Association shall be vested in the Board of Directors. In addition to the powers and authorities expressly conferred upon it by these

Bylaws, or in the Declarations or the Articles of Incorporation, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not directed or required to be exercised or done by the members of the Association by statute or by the Articles of Incorporation or by these Bylaws, including, but not limited to, the following:

1. To levy and collect assessments, annually, quarterly, monthly, or otherwise, to cover the cost of operating, repairing, improving, insuring and maintaining Association Property;
  2. To use and expend the assessments collected to maintain, improve, pay taxes, care for, replace and preserve Association Property;
  3. To make, or contract to have made, repairs, restoration or alteration of Association Property, if any, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
  4. To employ managers or independent contractors, including, but not limited to, legal counsel, accountants and such other professionals and/or consultants as the Board of Directors deems necessary or appropriate, or such other employees as the Board deems necessary and to prescribe their duties;
  5. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;
  6. To make reasonable rules and regulations and to amend the same from time to time;
  7. To collect delinquent assessments by suit or otherwise to abate nuisances, and to enjoin or seek damages from members for violations of the declarations or rules and regulations herein referred to or otherwise adopted by the Board. Such rules and regulations, and amendments thereto, shall be binding upon the members when the Board has approved them in writing and mailed a copy of such rules and regulations, and all amendments, to each member at the address of the member reflected in the records of the Association. Such rules and regulations may, without limiting the foregoing include reasonable limitations on the use of Association Property by guests of the members, as well as reasonable admission and other fees for such use; and
  8. To bring and defend actions by or against one or more existing or former members, directors, officers, or agents pertinent to the operation of the Association and to levy special assessments to pay the cost of such litigation.
- 6.4 The Board of Directors shall not have the authority to act on behalf of the Association in the following matters, which authority is reserved to the members:

1. To amend the Articles of Incorporation;
2. To take any action that requires the vote or approval of the owners.
3. To terminate the Association;
4. To elect members of the Board of Directors, and
5. To determine the qualifications, powers, and duties, or terms of office of the members of the Board of Directors; provided, however, the Board of Directors may fill vacancies in its membership of the unexpired portion of any term.
6. To implement any necessary rules and regulations for the Association.
7. Create any necessary committees, enter into any contract on behalf of the Association and assess any necessary fines or liens against lot owners.
8. Institute or defend any necessary legal action or proceeding.

**6.5 Duties of Board of Directors.** It shall be the duty of the Board of Directors to:

1. 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 member votes;
2. Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;
3. As more fully provided herein and to the extent provided in the declarations, establish, levy, assess, and collect assessments or charges referred to in the declarations and these Bylaws as applicable to the Association; and to send written notice of each assessment to every owner or contract purchaser subject thereto at least 30 days in advance of each annual, monthly, or special assessment period;
4. Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth; whether any assessment has been paid; a reasonable charge may be made by the Board for the issuance of such certificate. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
5. Procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association, if any;
6. Cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
7. Cause any common areas, if any, owned by the Association to be maintained; and



8. Where reasonably prudent, delegate such duties to any one or more officers or to a committee upon the affirmative resolution of the Board of Directors.

#### 6.6 **Election of Directors and Term.**

- 6.6.1 The initial Board of Directors named in the Articles of Incorporation shall serve until the end of the development period as defined in the recorded covenants and restrictions for Dave's View.

- 6.6.2 After the development period or upon election of termination of control by the Declarant, the initial annual meeting of the members shall be held. The members shall elect five directors by secret ballot. Thereafter, elections shall be held each year at the annual general membership meeting unless a vacancy occurs prior to the normal expiration of that director's term, in which instance the procedure set forth in section 6.10 below shall apply. One member of the first Board of Directors shall serve for a one-year term, commencing on \_\_\_\_\_; two members of the first Board of Directors shall serve for a two-year term commencing on \_\_\_\_\_ and two members of the first Board of Directors shall serve for a three-year term commencing on \_\_\_\_\_. Each term of the first directors shall continue until the end of \_\_\_\_\_ of the applicable year. All subsequent directors for subsequent terms shall serve for three-year terms, unless they shall earlier resign or be removed pursuant to these Bylaws. Each year, the Board of Directors shall hold a Board meeting after the election for the Board members, if any, to appoint officers, set a regular meeting schedule, and conduct other business.

- 6.7 **Removal of Directors.** Any one or more of the directors may be removed, either with or without cause, at any time by a majority of the votes cast by members represented in person or by proxy at a meeting of members called for that purpose at which a quorum is present. At such meeting a successor may then and there be elected to fill the vacancy upon the majority vote of the members votes represented in person or by proxy at such meeting. Such successor shall serve for the unexpired term of the members. Any director whose removal has been so proposed shall be given an opportunity to be heard at the meeting.

- 6.8 **Absent Directors.** If a director is absent from three (3) or more consecutive regular meetings of the Board of Directors, the remaining directors may declare the position of such director vacant, which vacancy shall be filled in the manner set forth in Section 6.10.

- 6.9 **Resignation of Directors.** Any director may resign at any time by delivering in person or by certified mail a written notice of such resignation to the Board of Directors by and through the Association's President or Secretary.

- 6.10 **Vacancies.** Whenever any vacancy occurs in the Board of Directors by death, resignation, or otherwise, it shall be filled without undue delay by a majority vote by

secret ballot of the remaining directors of the Board at a regular or special meeting of the Board. The person so chosen shall hold office until their successor is elected and qualified pursuant to these bylaws.

6.11 **Remuneration.** No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors, directors may be reimbursed for expenses incurred in carrying out their duties on behalf of the Association.

6.12 **Loans.** The Association shall not loan money or credit to its directors.

6.13 **Disbursement.** The Association shall not make any disbursements of income to any director for the director's service on the Board of Directors,

6.14 **Meetings of Board.**

6.14.1. **Regular Meetings.** The first meeting of an incoming board shall set a schedule of regular meetings of the Board. Notice of regular meetings shall be handled as set forth in Section 6.15 below.

6.14.2. **Special Meeting.** Special meetings of the Board of Directors may be called at any time by the President or upon written request by a majority of directors currently in office. Special meetings shall be held at the registered office of the Association or at such other place or places that the directors may from time to time designate.

6.14.3. **Open and Closed Meetings.**

6.14.3.1 All meetings of the Board of Directors shall be closed for observation by all lot owners of record and their authorized agents during the development Period. Upon Declarant's termination of authority during the development period a motion duly made and seconded and the affirmative vote of the directors present in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider the following matters:

1. To discuss personnel matters;
2. To consult with legal counsel or consider communications with legal counsel;
3. To discuss likely or pending litigation;
4. To discuss matters involving possible violations of the governing documents of the Association; and

5. To discuss matters involving the possible liability of an owner to the Association.

6.14.3.2 The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

**6.15 Notice of Board Meetings.**

- 6, 15.1 The schedule of regular Board meetings shall be published in the minutes of the meeting at which the schedule was set. Further individual notice is not necessary

- 6.15.2 Notice of all special meetings of the Board of Directors shall be given to each director by 24-hours service of the same by telegram, by letter, by telephone, by facsimile or personal delivery. Such notice need not specify the business to be transacted at, or the purposes of, the meeting.

- 6.16 **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business, whether in person or by proxy. If a quorum is not present, a lesser number may adjourn the meeting to a later day, not more than ten (10) days later.

- 6.17 **Chairperson.** At all meetings of the Board of Directors, the President or the Vice-President of the Association, or in their absence, a member of the Board chosen by the directors present, shall preside as Chairperson.

6. 18 **Proxies.** Board members shall be entitled to vote either in person at any regular or special meeting. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. All proxies shall be in writing and the signatures must be witnessed or acknowledged. The proxy shall be filed with the Secretary of the Association prior to the meeting at which the same is to be used. A notation of such vote by proxy shall be made in the minutes of the meeting.

- 6.19 **Voting.** A majority of directors present at a meeting at which a quorum is present must concur any time these Bylaws, the Articles of Incorporation, or a resolution



of the Board call for Board action. Each director shall possess one vote in matters coming before the Board.

- 6.20 **Deadlock.** If the directors are unable to reach a decision, the directors shall appoint a temporary director from the Association membership for a limited time and for the limited purpose of assisting to resolve the question before the Board. If the directors are unable to agree on a temporary director, each director shall select a temporary director from the Association membership. The temporary directors shall select one other temporary director from the Association membership, and these temporary directors shall assist for a limited time and for the limited purpose of assisting to resolve the question.
- 6.21 **Registering Dissent.** A director who is present at a meeting of the Board of Directors at which action on a matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.
- 6.22 **Minutes.** The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all owners.
- 6.23 **Waiver of Notice.** Attendance of a director or a committee member at a meeting in person, shall constitute a waiver of notice of such meeting, except where a director or a committee member 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.
- 6.24 **Action by Directors Without a Meeting.** Any action required by law or by these Bylaws to be taken at a meeting of the directors, or at a meeting of a committee, or any action which may be taken at such a meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, and shall be signed by all of the directors or committee members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.
- 6.25 **Actions of Directors by Other Communications Means.** Directors may participate in a meeting of directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Article 7

**Committees**

- 7.1 **Designation and qualification.** The Board of Directors, by resolution adopted by a majority of the directors, may designate and appoint one or more committees each of which shall consist of two or more directors and any number of members of the Association. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or the board or director by law.
- 7.2 **Authority of Committees.** These committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided that no - such committee shall have the authority of the Board of Directors in reference to:
1. Amending, altering or repealing the Bylaws, Covenants or Architectural design guidelines;
  2. Electing, appointing or removing any member of any such committee or any director or officer of the Association;
  3. Amending the Articles of Incorporation;
  4. Adopting a plan of merger or adopting a plan of consolidation with another corporation;
  5. Authorizing the sale, lease or exchange of all or substantially all of the property and assets of the Association not in the ordinary course of business;
  6. Authorizing the voluntary dissolution of the Association or revoking proceedings therefore;
  7. Adopting a plan for distribution of the assets of the Association; or
  8. 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.
- 7.3 **Committee Chairperson.** The Chairperson of each committee is responsible for adhering to the guidelines set by the Board.

Article 8

**Amendments**

8.1 **Designations,** The officers of the Association shall be a President, Vice-President, Alternate, Secretary, and Treasurer, If there are less than five (5) directors serving, any two officers may be held by the same person, except the offices of the President and Secretary. The term of each officer shall be for one year. Officers shall take office on \_\_\_\_\_ of each year following the Board meeting at which they are appointed and continue through the last day of the following year.

8.2 **Initial Officers.** The initial officers shall be appointed by the initial Board of Directors at its organizational meeting after incorporation of the Association, and shall hold office until the end of the year when their successors are appointed and qualified by the first Board of Directors at the Board meeting and take office on

8.3 **Officer Designations.**

8.3.1 **President,** The President shall preside at all meetings of directors and shall have general supervision of the affairs of the Association. The President shall be the principal operating and administrative officer and shall possess the power to sign all certificates, contracts, or other instruments of the Association.

8.3.2 **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,

8.3.3 **Secretary,** The Secretary shall have the following duties:

1. Issue notices for all meetings, if requires, except the notices of special meetings of the directors which are called by the President or the requisite number of directors;
2. Keep minutes of all meetings, including but not limited to, those persons in attendance at the meetings, motions made and votes thereon, and other business conducted and decided upon at such meetings;
3. Make such reports and perform such other duties as are incident to his or her office, or are properly required of him or her by the Board of Directors;
4. Provide copies of meetings minutes for all officers and voting members at all meetings;



8.3.4 **Treasurer.** The Treasurer shall have the following duties:

1. Keep custody of all moneys of the Association;
2. Maintain an accurate and timely accounting of all money received and disbursed by the Association;
3. Deposit all funds into the accounts established pursuant to the direction of the Board and shall be responsible for the proper maintenance of such accounts;
4. Disburse the funds of the Association in payment of just demands against the Association or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements; -
5. Report at all meetings on the financial status of the Association, outstanding obligations if any, and all disbursements made since the last report;
6. Be one of the two required signers on all checks and drafts against the Association funds;
7. Comply with any and all State and Federal Guidelines that pertain to the Association as a non-profit corporation; and
8. Fulfill all functions delegated to the Treasurer by the President of the Board.

8.4 **Other Officers.** The 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.

8.5 **Delegation.** In the case of absence or inability to act of any officer of the Association and of any person herein authorized to act in his or her place, 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 other person whom it may select.

8.6 **Resignation of Officers.** Any officer may resign at any time by giving written notice to the Secretary of the Association, who, in turn, shall notify the Board of Directors of such resignation. Unless otherwise specified, written notice of such resignation shall take effect upon receipt of the notice by the Association's Secretary.

8.7 **Removal.** Any officer may be removed, with or without cause, by an affirmative vote of a majority of the Board of Directors whenever in their judgment the best interest of the Association will be served thereof.

- 8.8 **Vacancies.** The Board of Directors may fill vacancies in any office arising from any cause at any regular or special meeting of the Board for the unexpired term of the vacated office.
- 8.9 **Loans to Officers.** The Association shall not loan money or credit to any officer.
- 8.10 **Disbursement.** The Association shall not make any disbursement of income to any officer; except for reimbursement of expenses incurred in carrying out their duties on behalf of the Association upon approval by the Board of Directors.
- 8.11 **Bonds.** The Board of Directors may, by resolution, require any and all of the officers to give bonds to the Association, with sufficient surety or sureties 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 9*

**Fiscal Policy**

9.1 **Record Keeping.**

- 9.1.1 The Association or its managing agent shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each owner the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Association. The Declarant upon transfer of control and each Association managing agent shall turn over all original books and records to the Association immediate upon termination of the management relationship with the Association, or upon such other demand as is made by the Board of Directors. An Association managing agent is entitled to keep copies of Association records. All records, which the managing agent has turned over to the Association, shall be made reasonable available to the examination and copying by the managing agent.
- 9.1.2 The Association shall keep, at a minimum, at its registered office, its principal office in this state, or its secretary's office if in this state, the following:
1. Current Articles and Bylaws and Declaration;
  2. Correct and adequate records of accounts and finances;
  3. A record of officers' and directors' names and addresses; and

4. Minutes of the proceedings of the Board of Directors, and any minutes that may be maintained by committees of the Board, Records may be written, or electronic if capable of being converted to writing.
- 9.2 **Examination of Records.** All financial records of the Association shall be available for examination by all owners, holders of mortgages on the lots, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the association or its managing agent. The Association shall not release private information of any member without prior written approval by the member. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records.
- 9.3 **Financial Statement.** At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. If the financial statement of the Association reveals annual assessments of \$100,000 or more, it shall be audited at least annually by an independent certified public accountant, but the audit may be waived if 2/3rds of the votes cast by owners, in person or by proxy, at a meeting of the Association at which a quorum is present, vote each year to waive the audit.
- 9.4 **Deposit of Funds.** The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, or with the funds of any manager of the Association or any other person responsible for the custody of such funds. The moneys 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.
- 9.5 **Withdrawal of Funds.** The Treasurer and any one of the other officers of the Association shall sign all checks and drafts against the Association. All committee expenditures over \$500 shall be approved by a simple majority of the directors present at a Board Meeting. Any and all financial commitments made by the board dealing with the current year shall be honored by the new Board and reflected in the new budget statement for the ensuing year.

#### Article 10

### **Budget**

- 10.1 **Authority.** The Board of Directors shall have the power to adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect assessments for common expenses from owners.
- 10.2 **Board Action.** Within 30 days after adoption by the Board of Directors of any proposed regular or special budget of the Association, or any amendment thereto,



the Board shall set a date for a meeting ("budget meeting") of the members to consider ratification of the budget or a budget amendment.

- 10.3 **Date of Budget Meeting.** The budget meeting shall not be held sooner than 14 days nor more than 60 days after the date the notice of the meeting and a summary of the budget to the owners is sent pursuant to section 5.4
- 10.4 **Quorum.** No quorum is required for a budget meeting.
- 10.5 **Vote.** At the budget meeting the proposed budget, or amendment thereto, shall be ratified by the members unless a majority of members in the Association reject the proposed budget.
- 10.6 **Rejection of Budget.** In the event the proposed budget is rejected or the required notice and summary is not given, the periodic budget last ratified shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors,

#### *Article 11*

### **Amendments to Governing Documents**

- 11.1 **Amendment of Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of this Association shall be amended in the manner set forth in the Articles of Incorporation. Proposed amendments to the Articles of Incorporation and/or the Bylaws of this Association shall be published to the voting membership at least one regular meeting prior to voting on any proposed amendment or provided with the notice of any special meeting called for their consideration. The proposed amendments shall be submitted to a vote of the membership at a regular meeting or a special meeting called for that purpose following their initial publication.

#### *Article 12*

### **Miscellaneous**

- 12.1 **Copies of Resolution.** Any person dealing with the Association may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Board of Directors or its members when certified as a true copy by the President or Secretary of the Association.
- 12.2 **Corporate Seal.** The Board of Directors may but need not provide for a corporate seal. The application of or failure to apply the seal to any document or instrument shall not affect the validity of the document or instrument.

- 12.3 **Fiscal Year.** The fiscal year of the Association shall be the calendar year from January 1st through December 31st
- 12.4 **Rules of Order.** The rules contained in the most recent edition of Robert's Rules of Order shall govern all meetings of members and Board of Directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws or special rules of order of the Association.
- 12.5 **Conflict.** [INTENTIONALLY OMITTED]
- 12.5.1 **Statute Controls.** In case of any conflict between the Acts and the Articles of Incorporation and/or Bylaws of this Association, the Acts shall control.
- 12.5.2 **Articles Control.** If there is any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.
- 12.5.3 **Declarations Control.** If there is any conflict between the Declarations referred to in Section 1.4 and these Bylaws, the Declarations and amendments thereto shall control.

Adopted by resolution of the Association's Board of Directors, effective  
12/12/2003

Dave's View at Martin's Bluff Homeowner's Association



By: \_\_\_\_\_  
President

ATTEST:

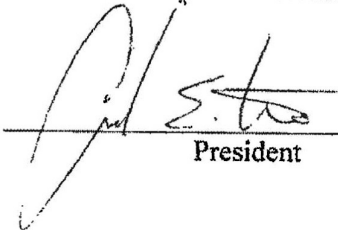
Secretary

\_\_\_\_\_

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- 12.5 **Conflict.** [INTENTIONALLY OMITTED]
- 12.5.1 **Statute Controls.** In case of any conflict between the Acts and the Articles of Incorporation and/or Bylaws of this Association, the Acts shall control.
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- 12.5.3 **Declarations Control.** If there is any conflict between the Declarations referred to in Section 1.4 and these Bylaws, the Declarations and amendments thereto shall control.

Adopted by resolution of the Association's Board of Directors, effective  
12/12/2003

Dave's View at Martin's Bluff Homeowner's Association

By:  12/12/2003  
President

ATTEST:

Secretary

