

**BYLAWS  
OF THE  
HOMEOWNER'S ASSOCIATION OF CANYON RIDGE**

**ARTICLE I**

**NAME**

The group of individuals who are owners of real property ("Canyon Ridge") that is subject to the recorded instrument, Declaration of Covenants, Conditions and Restrictions Plat of Canyon Ridge ("Declaration") shall henceforth be the members ("Members") of the Homeowner's Association of Canyon Ridge ("Association").

**ARTICLE II**

**PURPOSE**

The purpose of the Association shall be to perform and administer the duties, guidelines, and standards as required by the Declaration and approved by Board and the Members as defined.

**ARTICLE III**

**DEFINITIONS**

- 3.1. "**Board**" shall mean the Board of Directors of the Association.
- 3.2. "**Member**" is an "Owner", as defined by the Declaration.
- 3.3. "**Fiscal Year**" shall mean the period beginning on the first (1st ) day of January and terminating on the thirty-first (31st) day of December of each calendar year.
- 3.4. **Other Definitions** – All other terms contained herein shall be defined as stated herein or in the Declaration. If any conflict arises between a term defined herein and one defined in the Declaration, the definition contained in the Declaration shall prevail.

## **ARTICLE IV**

### **NOTICE**

**4.1. Requirement** – Whenever, according to these Bylaws, a notice shall be required to be given to any Member, it shall not be construed to mean personal notice, but such notice may be given in writing by the depositing of same in a post office in a post paid, sealed envelope addressed to such Member at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be the time of the giving of such notice.

**4.2. Waiver of Notice** – Any notice required by these Bylaws may be waived by the person entitled thereto.

## **ARTICLE V**

### **MEMBERSHIP**

**5.1. Admission to Membership** - Each Owner of a residential lot in Canyon Ridge ("Lot") shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot.

**5.2. Resignation of Membership** - Whenever a Member shall cease to own real property in Canyon Ridge or shall cease to own stock in a corporation that owns real property in Canyon Ridge, such Member shall automatically be terminated as a Member of the Association.

**5.3. Annual Dues** - Every Member, as Owner, shall be held responsible and required to pay annual dues in the amount established by the Board from year to year. The Board shall have the right and power to assess such annual dues for each Lot but not for the Common Areas located in Canyon Ridge. Commencing on January 1, 2002, and on the same day of each year thereafter, each Owner shall be billed for annual Association dues and pay to the Association, in advance, the annual Association dues assessed against such

Owner's property, and such payments shall be used by the Association as stated in these Bylaws or established by the Board. The account of any Owner will be delinquent when one half the outstanding balance is not paid within thirty (30) days after it becomes due on January First of each year and the second half is not paid within thirty (30) days after July First of each year. Annual dues shall be assessable against any Lot as described herein and shall be prorated between the parties at the time of any transfer of a Lot. Annual Association dues are non-refundable.

**5.4. Additional Assessments** - The Board retains the right and power to assess and subject each Owner per Lot other and additional amounts as may become necessary for the operation of the Association not previously budgeted, which such assessments shall be approved by a two-thirds majority vote of the Members at a meeting duly called for such purpose. Such assessment shall be due thirty (30) days after approval by the Members.

**5.5. Security of Payment** - In the event of any delinquency in the payment .of any assessment, the Association shall have a lien on the Lot of the delinquent Owner to secure the payment of all assessments. The Owners shall be personally liable for all assessments against such Owner's Lot.

**5.6. Certificate of Charges** - Upon demand, the Association shall furnish to any Owner or mortgagee or other interested person a certificate showing the unpaid assessments against any Lot or Lots.

**5.7. Subordination of Liens** - The Association may, in its discretion, subordinate, in writing, the lien of the Association against any Lot or Lots for the benefit of any other lien holder.

## ARTICLE VI

### MEETINGS OF MEMBERS

**6.1. Regular Meetings** - There shall be two (2) regular meetings of the Members, at such place as may be designated, on the first Thursday in May and November of each year if not a legal holiday under the laws of the State of Washington, and, if a legal holiday, then on the next succeeding business day, which meeting shall commence between the hours of 6:30 p.m. and 8:30 p.m. for the transaction of such business as may come before the meeting. Written notice of the time and location of such meeting shall be mailed to each Member of record by ordinary mail at least ten (10) days prior to said meeting.

**6.2. Special Meetings** - Special meetings of the members shall be held whenever called by the Board or by at least ten (10) Members. Notice of each special meeting, stating the time, place and, in general terms, the purpose or purposes thereof, shall be sent by ordinary mail to the last known address of all members at least fifteen (15) days prior to the meeting.

**6.3. Voting** - Only Members may be eligible to vote on matters pertaining to the Association at large.

**6.3.a. Voting Privileges per Lot** - Each Lot shall be entitled to one (1) vote, either in person or by proxy. To the extent that any Lot is owned by more than one Member, all such Members shall agree to the vote or the Board shall reject the vote.

**6.3.b. Voting by Proxy** - Written evidence of a proxy designation, signed and dated by the Member, shall be presented to the Secretary of the Association at or before the time that the vote is to be cast.

**6.4. Quorum** - A majority of Members shall constitute a quorum at any meeting of the Members, whether present in person or by proxy.

## ARTICLE VII

### EXECUTIVE OFFICERS

**7.1. Executive Officers and Duties** - The executive officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The executive officers shall perform the duties prescribed in these Bylaws and the parliamentary authority adopted by the Association.

**7.1.a. President** - The President shall be the chief executive officer of the Association and be subject to the direction of the Board. His or her responsibilities shall include signing all legal documents, overseeing activities of the Association, and presiding at Board and Association meetings. As the presiding officer of these meetings, he or she shall work to ensure order and expedite business, be fair and impartial, and protect the rights of each Member. The President shall perform other such duties as from time to time may be assigned to him by the Board. The President shall be ex-officio, a member of all committees.

**7.1.b. Vice President** - The Vice President shall preside over meetings in the absence of the President. In case of the disability of the President or if the office of the President is vacated, the duties of the President shall be performed by the Vice President. The Vice President shall have such power and perform other such duties as may be assigned by the Board or the President.

**7.1.c. Secretary** - The Secretary shall take and sign all minutes of all proceedings of the Board and Association meetings. The Secretary will keep all records of the Association, including the minutes of the Board and Association meetings, all committee reports, and up-to date lists of all Members. The Secretary shall have custody of and maintain all official documents of the Association as the Board or the Association may direct. The Secretary shall notify Members of election or appointment to office or

committee, mail notice to Members regarding special or changes to Association meetings, and provide Members with appropriate documents upon request. The Secretary shall, in general, perform all other duties incident to the office of Secretary, subject to the control of the Board and the President or perform other such duties as may be assigned by the President or by the Board.

**7.1.d. Treasurer** - The Treasurer shall have custody of all receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of Treasurer, subject to the control of the Board and the President, including maintenance of the Association's financial accounts, preparation of the budget if necessary, and preparation and delivery of the Treasurer's Report at Association meetings as directed. At the direction of the Board, the Treasurer shall prepare, mail, and collect the annual dues, or other elected funds, of the Association. The Treasurer shall perform such other duties as may from time to time be assigned by the Board or the President. If required by the Board, the Treasurer shall give a bond for the faithful discharge of the duties of Treasurer in such sum as the Board may require.

**7.2. Subordinate Officers** - The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or the Board.

## **ARTICLE VIII**

### **BOARD OF DIRECTORS**

**8.1. Composition** - The Association shall act through the Board, which shall consist of seven persons to be elected by the Members at the annual November meeting. The persons so elected must be Members of the Association and shall be the Directors of the Association. The Directors will appoint the executive officers from among themselves.

**8.2. Board's Duties and Powers** - The operations of the Association shall be managed by the Board. The Board shall have general supervision of the affairs of the Association between its business meetings and have the authority to determine courses of action in the name of the Association. The Board will fix the hour and the place of the Association meetings, make recommendations to the Association, and perform other such duties specified by the Association.

**8.3. Election of the Board Members** - Elections will be held annually at the annual November Association meeting for terms that begin the first (1st) day of January the following calendar year. Voting will be by written ballot. Votes will be counted by three Members who are present at the meeting: the Secretary (or designee) and two non-Board members selected at large by vote of the Members present. Results will be reported before adjournment of the meeting.

**8.4. Terms of Office** - Except during the first election cycle of the association's existence, Directors will serve two-year terms that begin at 12:01 A.M. on the first (1st) day of January. In the first election, four (4) Directors will be elected to two-year terms and three (3) Directors to one (1) year terms (Classes of 2004 and 2003, respectively). For all re-elections, Directors must serve non-consecutive terms. After a one-year period off the Board, and if eligible, former Directors may again be nominated for election.

**8.5. Representation** - The members of the Board will come from different Areas of the lots throughout the neighborhood. Areas are designated 1-3 based on lot location and are as follows:

**8.5.a. Area 1-** (Div 1): Lots I-II, 3-9-60,82-89, & 99-121~ (Div 2): Lots 9-10 [3 seats]

**8.5.b. Area 2** - (Div 1): Lots 12-24,32-38,61-72,73-81,90-98, & 122-124; (Div 2): Lots 1-8, and 11-13 [3 seats]

**8.5.c. Area 3** - (Div 1): Lots 25-31~ (Div 3): Lots 1-8 [1 seat]

Nominations will be received from all Areas for general election. Only one individual per household, business partnership, or company may serve at one time. If any Area fails to receive sufficient nominations to fill the open seat(s), the unsuccessful nominee(s) from other areas who received the greatest number of votes shall fill the remaining open seat(s) in descending order of the number of votes received.

**8.6. Executive Committee** - The Board may elect from their number an executive committee consisting of not less than four (4) members of the Board, which committee shall have all the powers of the Board between meetings, regular or special. The President of the Association shall be a member of and shall be chairman of the executive committee.

**8.7. Regular Meetings** - The Board shall meet for the transaction of business at such place as may be designated from time to time. Notice of such meetings shall be given at least fifteen (15) days prior to the date scheduled.

**8.8. Special Meetings** - Special meetings of the Board may be called by the President or by a majority of the Board for any time and place, provided a minimum of three (3) days notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

**8.9. Quorum** - The Directors shall act only as a Board, and the individual directors shall have no power as such. A majority of five of the Board in office shall constitute a quorum for the transaction of business, but four directors present at the time and place of any regular or special meeting, although less than a quorum, with a vote of all four directors may act. The act of a majority of Directors at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by law.

**8.10. Annual Report** - The Board, after the close of the Fiscal Year, shall submit to the members of the Association a report on the condition of the Association and its property,



and shall also submit an account of the financial transactions of the past year.

**8.11. Vacancies** - Whenever a vacancy in the membership of the Board shall occur, the remaining Directors shall have the power, by a majority vote, to select a Member to serve the un-expired term of the vacancy.

**8.12. Removal of Directors** - The Board shall have the right to remove other Directors by a vote of no less than two-thirds (2/3) of the entire Board. Removal can result when a Director continually fails to perform the duties as a Director. A special meeting may be called by the Board to vote on said removal and an interim Director shall be appointed by a majority vote with the acting President having two (2) votes in case of an equal split. Said interim Director shall serve out the un-expired term of the vacancy.

**8.13. Action of the Board Subject to Review by Members** - Any formal action taken by the Board shall be recorded in the minutes of the meeting at which such action was taken and such minutes shall be distributed to the Members. In connection with any such action, a special meeting may be called by the requisite number of Members to review the action taken by the Board and such action may be overturned by a two thirds majority of the Members at a duly constituted special meeting. Unless such special meeting has been called within ten (10) days after the meeting at which the action occurred or the date on which the minutes describing such action were placed in the mail, the action shall become final.

## **ARTICLE IX**

### **PARLIAMENTARY AUTHORITY**

The rules contained in the current and authorized edition of Robert's Rules of Order shall govern the Association in all cases to which they are applicable except where inconsistent with these bylaws and any special rules adopted by the Association.

## **ARTICLE X**

### **LOSS OF PROPERTY**

The Board shall not be liable or responsible for the destruction or loss of or damage to the property of any Member or the guest of any Member, or visitor, or other person.

## **ARTICLE XI**

### **MAINTENANCE**

The Association shall maintain, with monies collected from annual membership fees and charges, the following uses associated with the upkeep, order, or common good of the Association or the property entrusted thereto:

**11.1. Common Area Maintenance** - For lighting, watering, improving, and maintaining common areas maintained for the general use of the owners and occupants of land included in Canyon Ridge, including all divisions thereof;

**11.2. Taxes and Insurance Premiums** - For paying real estate taxes and insurance premiums on the Common Areas;

**11.3. Drains** - For operating and maintaining any storm water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the city, state, or county;

**11.4. Personnel** - For employing individuals or agencies as deemed appropriate;

**11.5. Land Use** - For establishing and maintaining any park or recreational facilities on the common areas of Canyon Ridge, including all divisions thereof; and

**11.6. Other Uses** - For doing any other thing necessary or desirable, as deemed appropriate by the Board or as directed by the Association, to keep the property of the

Association neat and in good order, and to eliminate fire hazards, or which may be of general benefit to the Owners or occupants of the land included in Canyon Ridge.

**ARTICLE XII**

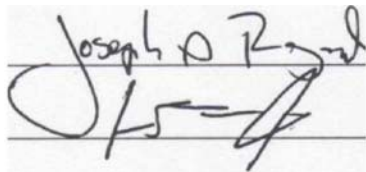
**AMENDMENT**

These Bylaws may be amended at any regular or special meeting of the Association by a vote of at least two-thirds (2/3) of the Members of the Association.

**ARTICLE XIII**

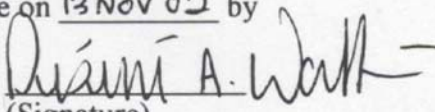
**ADOPTION**

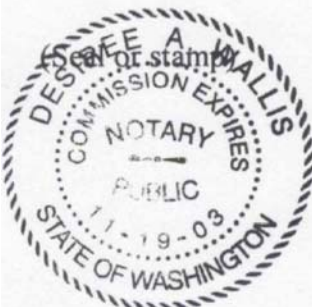
**13.1. Approval** - These Bylaws are duly adopted by the Association on the 12<sup>th</sup> day of May 2002, by majority vote.



Joseph Raymond, Presiding Chairman

Hervey Froehlich, Secretary

State of Washington  
County of Snohomish  
Signed or attested before me on 13 NOV 02 by  
Desiree A. Wallis   
(Signature)



My appointment  
expires 11-19-03