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Lekcinton Acres Community Association
8351 Lekcin Lane
Concrete, WA 98237



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Document Title: Lekcinton Acres Community Association By-Laws

Reference Nos: 200509190141

Grantor: Lekcinton Acres Community Association

Grantee: Public (Lekcin Lane Residents)

Legal Description: Lekcinton Acres, Sect. 18, Twn 35N, Rng 8E, W.M.

Lekcin Lane Lots 1-11, Acct nos: 4870-000-001-000 through 4870-000-011-0000

Registered Agent Office Tax Parcel: P123384 (Lot 7)

Article I. Purpose, Association Name, Definitions

As stated in the Articles of Incorporation, the primary purpose of the association is to protect, secure, and provide quality of life for property owners of Lekcinton Acres.

Additional objectives include the following:

1. To provide an open process by which all property owners may involve themselves in the affairs of Lekcinton Acres community.
2. To enhance the livability of the neighborhood by establishing and maintaining an open line of communication between the property owners, other neighborhoods, and governmental agencies.
3. To do and perform all of the activities related to stated purposes, to have and exercise all of the powers granted and engage in any lawful activity for which this association is organized.
4. Notwithstanding any statement of purposes or powers aforesaid, this association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of its specific and stated purpose.

The name of the association shall be: Lekcinton Acres Community Association

Definitions:

Association (an organization of Lekcinton Acres property owners whose purpose is to continually work toward their mutual objectives as stated in the LACA Articles of Incorporation)

Common Area (Road in its entirety plus area bounded by north edge of Lot 1 to South Skagit Highway including Security Gate)

Property Owner (Owner of one or more of 11 Lekcin Lane lots as recorded in Skagit County)

Board (LACA President, Vice President, Treasurer, Secretary)

Fire Tank (24' x 24' easement for fire protection, located on Lot 6)

Article II. Membership Qualifications and Voting Rights

Membership in Lekcinton Acres Community Association shall be open to all property owners over age 18 of Lots within Lekcinton Acres boundaries which includes Lots 1 through 11.

Property owners shall be entitled to cast two votes per Lot owned in the Lekcinton Acres Community (which includes Lots 1-11). The two votes can be apportioned among joint property owners at their own discretion.

Property owner responsibilities will include an undertaking by the property owner to comply with and be bound by the 2005 Declaration of Covenants, Conditions, and Restrictions (by Glenn and Karen Nickel), Easements, Articles of Incorporation, these By-Laws and any amendments thereto, and any policies, rules, regulations at any time adopted by the Board in accordance with these By-Laws, including payment of dues and assessments.

Article III. Funding

Property owners shall be regularly assessed a fee per owned lot for the operation and maintenance of LACA. In addition, all voluntary contributions may be accepted by the association. Activities to raise funds for LACA may be held if appropriate as agreed by the association.

Article IV. Meetings

General Meeting: There shall be at least one general membership meeting yearly. The meeting shall be convened at a date agreed by the members or as decided upon by majority vote of the Board or elected Officers. Notification of general meetings shall require at least thirty days written notice in advance of meeting to all members of LACA. Meeting location will be at registered agent's office or elsewhere as agreed by Board.

Special Meetings may be called as necessary to address LACA affairs subject to the same notifications requirements as the General Meetings except when the Board determines that circumstances exist which warrant a meeting being called with less than 30 days notice. In that exception, as much notice as possible will be given to LACA property owners.

Meeting agendas are subject to approval by the Board or Officers of the Association and must be included with the meeting announcement. Additional agenda items can be added at the meeting with a motion to adopt, a second, and a majority vote to include.

Quorum: A quorum for any general or special meeting of LACA shall require one voting member from each of four different lot owners. Multiple lot owners shall count as one voting member for this purpose. At least two Board members must be present at any general or special meeting. A LACA property owner can authorize in writing another LACA property owner (or legal representative) to act as proxy (to vote on their behalf) and to be counted for purpose of quorum.



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Participation: Any meeting is open to any person who may wish to be heard. However, only those eligible for membership are entitled to vote.

Actions by Vote: All actions or recommendations of the general or special meetings shall be communicated in writing to all property owners within 10 business days of meeting or sooner as needed depending on the action.

Article V. Board Members

The LACA Board shall be composed of four officers whose duties will include those of the offices of the President, Vice President, and Secretary and Treasurer. In the event that only three persons are available, the offices and duties of the Secretary and Treasurer may be combined and executed by one person.

The President shall preside at all meetings that he/she attends, shall determine agenda items for general or special meetings and communicate these to the secretary for preparation and distribution of the agenda, may appoint committee members and may exercise the right to serve as a voting member of any committee.

The Vice President shall assume the duties of the President during his/her absence.

The Secretary shall keep the minutes of all LACA Board meetings and LACA general and special meetings, prepare minutes for distribution and review by the membership, and prepare final meeting minutes after motion for approval and second. The Secretary shall also prepare under direction of the President meeting agendas and make sure the meeting agendas are distributed to all involved parties at least 30 days in advance of any annual general meeting (unless this requirement is waived by majority vote of the membership) and at least 3 days in advance of any Board meeting (unless this requirement is waived by the Board). The Secretary will prepare any and all written communications on behalf of LACA and will act as custodian of all written records for LACA including meeting minutes, external communications, letters to members, etc.

The Treasurer shall receive all LACA funds, keep them in depositories approved by the Board, and pay out funds only on checks signed by any two officers and only as determined according to the procedures set forth in these By-Laws. The Treasurer shall give an accounting of LACA funds at each general meeting and as requested at any Board meeting. The Treasurer shall also Chair any Finance Committee.

Terms: Each position is elected at a LACA annual general meeting by majority vote of the association membership and is expected to serve for a term of three years. The term of service will begin on the first business day following the election. Each officer may be re-elected for a repeat term by a majority vote at a LACA annual general meeting held in the third calendar year after election to office. (Elections are currently scheduled for calendar year 2011, 2014, etc.) When the current President steps down, it is expected that the current Vice President will be elected President.



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Vacancies: A vacancy in any office due to death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

Additional Board Duties: In any case where the Board is required to provide a neighborhood response before the question can be presented to the membership, the Board must indicate to the questioner that this is the case, and must present action taken at a general or special meeting within 10 days or reasonable time as dictated by the circumstances.

Impeachment: A majority of the Board may submit a written request for a Board member's resignation at a Board meeting. If the Board member chooses not to resign, then removal can be accomplished by a majority vote at a LACA general or special meeting.

Article VI. Committees

Committees can be formed at any time by Board members or property owners to address any items of interest to the community. These may include but are not limited to issues of maintenance, entertainment, environmental concern, long-range planning, telecommunications, and grievance.

Article VII. Grievance

In the absence of an official grievance committee, any Board member must accept a written response or complaint by any Lekcinton Acres property owner(s) adversely affected by a decision or policy of LACA or by actions of residents of Lekcinton Acres. The Board or Grievance Committee shall within seven business days of receipt arrange with the petitioner a mutually acceptable place, day and hour for a review of the complaint. The Board or Grievance Committee must within 30 days of such hearing recommend a resolution (to the Board or to the LACA membership). If agreement can not be reached, final resolution of the complaint shall be by a majority vote of the LACA general membership at a general or special meeting.

Article VIII. Consideration of Proposals

Any person, group or party inside or outside the LACA boundaries may propose in writing items for consideration and recommendation to the Board. The Board will determine by Board majority vote whether or not such items should be presented to the LACA membership for consideration and/or action. All LACA voting members directly affected by any such proposal must be notified in writing at least seven business days in advance of any general or special meeting to consider such proposal. All affected and concerned parties must be given an opportunity to communicate their views to voting members. Generally, any decisions directly affecting LACA voting members should be decided via majority vote at a special or general LACA meeting.



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Article IX. By-Law Amendments

Amendments to these By-Laws shall require a majority vote by the members present at a LACA general meeting.

Article X. Incorporation of 2005 Declaration of Covenants, Conditions, and Restrictions

The 2005 Declaration of Covenants, Conditions, and Restrictions (Skagit County Auditor Bar Code 200509190140) by Glenn and Karen Nickel (declarants) received by all property owners upon purchase of property within Lekcinton Acres (Lots 1-11) is herein considered to be incorporated in its entirety within these By-Laws. In the event of discrepancy between the 2005 Declaration of CCR and these By-Laws, these By-Laws shall supersede the 2005 Declaration of CCR. The LACA Board has final authority of determination in the event of such discrepancy and in determining compliance with all By-Laws.

Article XI. 2005 Declaration of Covenants, Conditions, and Restrictions – Amendments

The following amendments to the 2005 Declaration of CCR are hereby adopted:

Chapter 2, section 2.5 Motor vehicles, Trailers, Boats, etc. Delete the last two sentences (beginning with “Only one (1) inoperative...”). No inoperative (unused, unusable and/or in disrepair) vehicles, trailers, boats or equipment shall be left outside of permanent roofed enclosure unless specifically approved by the LACA Board. LACA Board has final authority in determining compliance with this By-Law.

Chapter 3, section 3.6 Mobiles: No mobile/manufactured or modular homes shall be located on any lot within Lekcinton Acres.

Chapter 3, section 3.7 Temporary Buildings: Delete last sentence (beginning with “No temporary structure...”). Temporary shelters or structures including but not limited to outdoor or separate cellar (or root cellar), basement, tent, live-in camper, RV or similar vehicle, garage or other outbuilding shall not be used on any lot as a temporary or permanent dwelling except during the course of construction, provided however that said temporary shelter or structure shall be removed immediately upon completion of construction. LACA Board has final authority in determining compliance with this requirement.

Article XII. Non-Compliance with these By-Laws

With regard to non-compliance with these By-Laws, these By-Laws hereby adopt the terms expressed in the 2005 Declaration of Covenants, Conditions and Restrictions. With regard to enforcement, terms are as specifically put forth in the 2005 Declaration of CCR, chapter VI General Provisions, Sections 6.4 and 6.5. The following is included with these terms: if LACA decides to take action to enforce By-Law compliance, all legal fees and other expenses incurred by LACA with regard to enforcement of these By-Laws shall be reimbursed to LACA by the



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non-compliant party in addition to any liens or other costs incurred by the non-compliant party which may be associated with the By-Law compliance enforcement.

Article XIII. Renters, Overnight Guests

In general, LACA does not permit property owners to rent or donate free of charge the residence or other structure on their property for the purpose of permanent or temporary habitation by non-property owners with the possible exception of short term (less than 30 days) guests.

In any case where overnight visitors will be staying on Lots 1-11 with consent of a LACA property owner for longer than 7 nights, a LACA Board member must be notified (by phone, in person or in writing). This notification will be used to communicate to all LACA property owners of the possible presence of visitors to the Lekcinton Acres area in order to protect the visitor(s) and ensure the safety of the community. LACA property owners are encouraged to advise a LACA Board member of overnight guests even if their visit is less than 7 nights for safety purposes.

Regarding renters and/or overnight guests, the LACA Board reserves the right to withhold permission for renters or overnight guests as needed to comply with the intent of the LACA membership, LACA Articles of Incorporation, and these By-Laws.

In the event that the LACA Board approves a rental situation for any LACA property owner, the LACA Board reserves the right to approve the rental situation, approve the tenant(s) for rental purposes, and will require the tenant(s) to execute a valid affidavit stating that they have read, understood, and will comply with all LACA requirements as set forth in the Articles of Incorporation, these By-Laws and the associated 2005 Declaration of CCR. The LACA property owner will be held fully responsible for any actions of any tenant(s) constituting non-compliance. (Ref. Article X)

Article XIV. Architectural Specifications within LACA

An architectural committee may be appointed by the LACA Board for the purpose of evaluating any new construction and any changes to the exteriors of existing permanent structures on any of Lots 1-11. The Architectural Committee shall be comprised of a Chair and two other LACA property owners. The Committee shall evaluate all requests for permission to make property improvements (exterior to residence) by ensuring that such change(s) preserve the safety and property interests of all LACA property owners and that any improvements comply with all State and County building codes. Arbitrary rejections of proposed property improvements shall not be tolerated and shall be cause for dismissal from the Committee. Where there is a dispute between the Architectural Committee and the LACA property owner(s), the LACA Board will have final authority to resolve the dispute and will issue a final decision in writing to the property owner.



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Setbacks

LACA membership mandates adherence to a stricter property sideline setback than currently prescribed by Skagit County Long Card requirements. All LACA property owners are required to adhere to an 8 foot "adjacent building lot" setback for any permanent structure on the property.

Article XV. Agricultural/Farm Animal/Livestock Restrictions

LACA membership requires adherence to a requirement that there shall be no livestock or farm animals kept on any of Lots 1-11. This restriction includes but is not limited to horses, cows, pigs, goats, sheep, roosters, chickens and other fowl. LACA Board has final authority to determine compliance with this By-Law.

Article XVI. Payments with LACA Funds

LACA account checks to be written in payment for approved LACA expenditures must be presented by the Treasurer to any Board officer (preferably the President and Vice President) for signature. LACA funds are to be used solely for the benefit of LACA as set forth in these By-Laws, Articles of Incorporation, and 2005 Declaration of CCR. Items to be paid from the LACA account include but are not limited to maintenance expenditures (repairs for road, fire tank, fire hydrants), utilities (electricity as shown by separate meter for filling the fire tank), taxes, any legal fees, office supplies, bank fees, etc. The Treasurer shall prepare a financial report for presentation to the Board upon request and to the LACA membership at the annual general meeting. Said report shall list along with income from LACA member dues any actual expenditures, itemized, on a monthly and/or yearly basis. The treasurer shall also prepare an itemized budget listing projected expenditures for a future financial period (such as a calendar year) as requested by the Board for the purpose of managing LACA expenditures and establishing dues.

October 10, 2008
LACA
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A. Innes, Sec.



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