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Skagit County Auditor

**BYLAWS
OF
THE CEDAR POINT CONDOMINIUM OWNERS ASSOCIATION**

ARTICLE I

Name and Object of Corporation

Section 1 : Name

The corporation shall be known as the **CEDAR POINT CONDOMINIUM OWNERS ASSOCIATION**, hereinafter called the "**Association**". The Condominium Declaration, Covenants, Conditions, Restrictions and Reservations was filed under Skagit County Auditor's File Number **200201100079**. and as later recorded under Skagit County Auditors File Number **200404270060**, by Homestead N W Dev. Co., hereinafter called the "**Declaration**". The Declaration was filed by Homestead N W Dev. Co., herein called the "**Declarant**". The Declarant relinquished all control of the Association to the Cedar Point Condominium Owner's Association in February of 2005.

Section 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 **CEDAR POINT CONDOMINIUM OWNER'S ASSOCIATION**, hereinafter called the "**Association**".
The Association will be managed by the Cedar Point Condominium Owner's Association's Board of Directors, hereinafter called the "**Board**".

ARTICLE II

Membership

Section 1 : Qualification

Each Owner shall be a member of the Association and shall be entitled to One (1) membership for each Unit Owner ; provided that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of Unit Owner for the purposes of the Association, the Bylaws, as except hereinafter limited, and shall be the voting representative unless otherwise specified Ownership of a Unit shall be the sole qualification for membership in the Association.

Section 2 : Transfer of Membership

The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon transfer of title to said Unit and then only to the Transferee of title to such Unit. Any attempt to make a prohibited transfer shall be Void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant to the New Owner.

Section 3 : Number of Votes

The total voting power of all Owners shall be Forty (40) votes and the total number of votes available to Owners of any One (1) Unit shall be equal and the same in accordance with the Declaration of the Condominium.

Section 4 : Voting Owner

There shall be One (1) voting representative for each Unit. If a person owns more than One (1) Unit, he or she shall have the votes for each Unit owned. The voting representative shall be designated by the Owner or Owners of each Unit by written notice to the Board, and need not be an Owner. The designation shall be revocable at any time by written notice to the Board from a party having an Ownership interest in a Unit., or by incompetence of any party with an ownership interest in the Unit. This power of designation or revocation may be exercised by the guardian of a Unit Owner, and the administrators or executors of an Owner's estate. Where no designation has been made, the voting representative of each Unit shall be a group composed of all the Units

Section 5 : Joint Owner Disputes

The vote for a Unit must be cast as a single vote, and fractional votes shall not be allowed. In the event that Joint Owners are unable to agree amongst themselves as to how their vote will be cast, they shall lose their right to vote on the matter in question. In the event that more than One (1) vote is cast for a particular Unit, none of the said votes shall be counted and said votes shall be deemed Void.

Section 6 : Pledged Votes

If an Owner is in default under a First Mortgage on a Unit for Ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time that the Unit 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 Recorded Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded mortgage, only the vote for such Mortgagee or Vendor, will be recognized in regard to the special matter upon which the vote is so pledged, if a copy of the instrument with this pledge is filed with the Board. Amendments to the subsection shall only be effective upon written consent of all the Voting Owners and their respective Mortgagees, if any.

ARTICLE III**Membership Meetings, Audits, Notices of Meetings****Section 1 : Annual Meeting, Audits**

There shall be an Annual Meeting of the Owners in the Fourth 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 delivered to the Owners no less than Ten (10) days, or more that Sixty (60) days prior to the date fixed for said meeting. At the Annual Meeting, there shall be present 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. The President of the Association, the Board at any time, or by written request of Owners having at least Twenty Percent (20 %) of the total votes, may require that an audit of the Associations and Management Books be presented at any special meeting. A Unit Owner, at his or her own expense, may at any reasonable time make an audit of the books of the Board and Association.

Section 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 Washington Condominium Act, 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 a request signed by a majority of the Board, or by written request by the Owners having at least Twenty Percent (20 %) of the total votes, which notice shall be delivered not less than Ten (10) days, nor more than Sixty (60) days prior to the date fixed for said meeting. The notice shall specify the date, time, and place of the meeting,

Section 3 : Quorum

At all meetings of the Association, either regular or special, Twenty-Five Percent (25 %) of all membership in good standing shall constitute a Quorum.

ARTICLE IV**Management of the Condominium****A : Management by the Board****Section 1 : General**

The Administrative power and authority shall vest in a Board of Directors elected from among the Unit Owners. The number of Directors as specified herein shall be sufficient to adequately handle the affairs of the Association. The Board may delegate all or any portion of it's administrative duties to an Association Manager or Officer of the Association or in such a manner as may be provided by the Bylaws. All Board Positions shall be open for election at the Annual Meeting of the Association, or any meeting called for that purpose. The Board shall elect from among it's members, a President, who shall preside over meetings of the Board and the Association.

Section 2 : Number ; Election

The Board shall be made up from Five (5) or more Directors elected from and by the Unit Owners. The Director positions shall continue until the next Annual Meeting of the Owners. At each Annual Meeting of the Owners, an election shall be held to elect New Board Members.

Section 3 : Election of Officers ; Their Meetings ; Duties ; Quorum

The Board of Directors shall elect from among their number, a President, a Vice-President, a Secretary, and a Treasurer. The Secretary and Treasurer may be the same person. Meetings of the Board shall be called by the President on his or her own initiative whenever in his judgement deemed necessary, or by the Secretary upon request by any Two (2) members of the Board. Five (5) days notice of said meeting of the Board shall be sent by mail to all Directors and shall be deemed sufficient notice of said meetings. The quorum for said

Section 4 : Vacancies in Office, Removal of Directors

If a vacancy occurs among the Board of Directors, the vacancy shall be filled by the Board 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 may be removed from office at a Special Meeting or at the Annual Meeting of the membership on approval of Seventy-Five Percent (75 %) of the membership present at the meeting, subject to quorum requirements.

Section 5 : Duties, Powers, and Authority of the Board

The Board, or the Manager, for the benefit of the Condominium and the Owners, shall enforce the provisions of the Declarations and of the Bylaws, and shall have all powers and authority permitted to the Board under the Washington Condominium Act and the Declaration, and shall acquire and pay out of the Common Fund hereinafter provided for, all goods and services requisite for the proper functioning of the Condominium, including but not limited to the following :

(a) Water, sewer, garbage collection, electrical, telephone, gas, and any other necessary utility service, including utility easements, as required for the Common Element. If One (1) or more Units or Common or Limited Common Elements are not separately metered, the utility service may be paid as a Common Expense, and the Board may by reasonable formula allocate a portion of such expense to each Unit involved as a portion of it's Common Expense.

(b) Policies of Insurance or Bonds providing coverage for Fire and other Hazard, Liability for Personal Injury, and Property Damage, and for the Fidelity of the Association's Officers and other employees, as the same are more fully required hereinafter in the Bylaws.

(c) The Service of persons or firms as required to properly manage the affairs of the Condominium to the extent deemed advisable by the Board as well as other personnel as the Board shall determine are necessary or proper for the operation of the Common Element, whether such personnel are directly employed by the Board or are furnished by the Manager.

(d) Legal and Accounting Services necessary or proper in the operation of the Association affairs, administration of the Common Elements, or the enforcement of the Declaration.

(e) Painting, Maintenance, Repair, and all Landscaping and Gardening work for the Common Element, and such Furnishings and Equipment for the Common Element as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Element ; provided, however, that the interior surfaces of each Unit shall be painted, maintained, and repaired by the Owners thereof, and all such maintenance to be at the sole cost and expense of the particular Owner.

(f) Any other materials, supplies, labor, services, maintenance, repairs, structural alteration, insurance, taxes, or assessments which the Board is required to secure by law, or which in it's option shall be necessary or proper for the operation of the Common Element, or for materials, supplies, labor, service, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Units or their Owners, the cost thereof shall be specifically charged to the Owners.

(g) Maintenance and Repair of any Unit, it's appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair after a Written Notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner ; provided that the Board shall levy a Special Charge against the Unit of such Owner for the cost of such maintenance and repair.

(h) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where One (1) or More Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any cost and expenses, including Court Costs and Attorney Fees, incurred by the Board by reason of such lien or liens shall be specifically charged against the Owners and the Units responsible to the extent of their responsibility.

(i) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and to pay out of the Common Fund a Capital Addition or Improvement, (other that for purposes of restoring, repairing, or replacing portions of the Common Element), having a total cost of Five-Thousand Dollars (\$ 5,000.00), without first obtaining the affirmative vote of a majority of the Owners; provided that any expenditure of contract for each Capital Addition or Improvement in excess of Twenty-Five Thousand Dollars (\$ 25,000.00) must be approved by the Owners having not less than Seventy-Five Percent (75 %) of the voting power.

(j) Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of any Owners or any of them.

(k) The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the Common Fund. The Board delegates such powers subject to the terms thereof.

(l) The Board may, from the Common Funds of the Association, acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible property and real property and interest therein, and may dispose of the same by sale or otherwise ; and beneficial ownership interest in such property shall be owned by the Owners (as an appurtenance to and inseparable from the Unit owned by such Owner) in the same proportion as their respective interest in the Common Elements, and such property shall thereafter be held, sold, leased, rented, mortgaged, or otherwise dealt with for the Common Benefit of the Owners as the Board may direct. The Board shall not, however, in any case acquire by lease or purchase real property valued in excess of Five-Thousand Dollars (\$ 5,000.00) except upon consent of a majority vote of the Unit Owners, or valued in excess of Twenty-Five Thousand Dollars (\$ 25,000.00) except upon a Seventy-Five Percent (75 %) affirmative vote of the Owners.

(m) The Board and it's agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping, or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board out of the Common Fund if the entry was due to an emergency, or for purpose of maintenance or repairs to Common or Limited Common Elements where repairs were undertaken by or under the direction or authority of the Board, provided, if the repairs or maintenance were necessitated by or for the Unit entered or it's Owners, or requested by it's Owners, the cost thereof shall be specifically charged to such Unit. In furtherance of the foregoing, The Board, or it's designated agent, shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements.

(n) Each Owner, by the mere act of becoming an Owner or Contract Purchaser of a Unit, shall irrevocably appoint the Association as their Attorney-In-Fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair, and improve the property, to deal with the Unit upon damage or destruction, and to secure insurance proceeds.

ARTICLE V

Duties of Officers

Section 1 : President

The President shall preside at all meetings of the Association and of the Board of Directors and shall appoint such committees as he or she, or the Association shall consider expedient or necessary.

Section 2 : Vice-President

In the absence of the President, the Vice-President shall preside and assume all duties of the President.

Section 3 : Secretary

The Secretary shall keep the minutes of all meetings of the Association and of the Board, and shall, if requested, read such minutes at the close of each meeting for approval, and shall mail out all notices for meetings of the Association or Board, and perform such other duties as may be required by him or her of the Bylaws, the President, or the Board.

Section 4 : Treasurer

The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Board, and disburse funds as ordered or authorized by the Board. He/she shall keep a regular account of all receipts and disbursements, submit records when requested, and give an itemized statement at regular meetings of the Association. He/she shall keep accurate account and collect all application fees, dues, and charges due from the members. He/she shall sign checks and withdrawal slips on behalf of the Association upon the Operations Checking Account, and the same shall be honored on his/her signature alone.

The Treasurer shall also maintain a separate account(s) for the Long Term Reserves of the Association. Withdrawals from the Reserve Account(s) shall require Two (2) signatures. Said required signatures shall be the Treasurer and Another Director, to be named by the President.

Section 5 : Execution of Instruments

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

ARTICLE V I**Compensation of Directors and Officers**

Neither the officers, directors, nor members serving on committees shall receive any salary or compensation for services rendered to the Association.

ARTICLE V I I**Notices**

All notices to members shall be mailed to their addresses as given on the books of the Association, and such mailing shall constitute presumptive evidence of service thereof.

ARTICLE V I I I**Amendments to Bylaws**

These Bylaws may be amended only by a majority vote of the members present at a regular or special meeting of the Association, provided that notice of the proposed amendment has been stated in the call for the meeting.

ARTICLE IX

Amendments to Declarations

Amendments to the Declaration shall be accomplished as set forth in the Declaration. After an Amendment to the Declaration is properly adopted, the President, or in his/her absence, the Vice-President and the Secretary of the Board shall prepare, execute, certify, and record the Amendments on behalf of the Association.

ARTICLE X

Rules and Regulations

The Board of Directors may establish and enforce any and all additional Rules and Regulation deemed advisable and necessary. Further, they are authorized to appoint a Manager to carry out any of their duties.

ARTICLE XI

Reverse Mortgages

Reverse Mortgages are specifically forbidden on any homes in the association.

ARTICLE XII

Reserve Studies

Reserve Study requirements are stipulated in the following RCW provisions that were enacted in 2008, after the Association's Declaration and Bylaws were established.

RCW 64.34.380 through RCW 64.34.392

These Amended Bylaws were adopted and approved by the required majority vote of all Owner/ Members of the CEDAR POINT CONDOMINIUM OWNERS ASSOCIATION in Burlington Washington.

Dated : October 5, 2018 - (Approved by a Vote of the Membership)

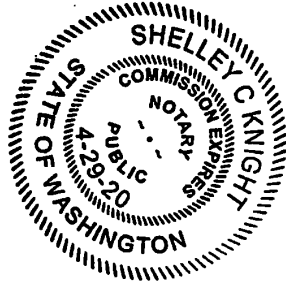
Signed by

Gregory W Day

President of the C.P.C.O.A.

I herby certify that I know or have satisfactorily evidence that GREGORY W. DAY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of the CEDAR POINT CONDOMINIUM OWNER'S ASSOCIATION to be a free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated this 26 day of November, 2018 ~~2018~~ 2019



NOTARY PUBLIC in and for the State Washington, residing at 171 Vernon.

My Commission expires 4-29-2020