

**BYLAWS
OF
SPINNAKER RIDGE COMMUNITY ASSOCIATION**

**ARTICLE I
DEFINITIONS**

The following terms when used herein shall have the following meaning unless a different meaning is plainly required by context.

- 1.1: "Association" means Spinnaker Ridge Community Association, its successors and assigns.
- 1.2: "Common Properties" shall mean land/or facilities which the Association owns, has possession and control over, and/or maintains.
- 1.3 "Declaration" shall mean the Spinnaker Ridge Declaration of Restrictive Covenants applicable to the properties.
- 1.4 "Properties" shall mean all property subject to the Spinnaker Ridge Declaration of Restrictive Covenants recorded with the office of the Pierce County Auditor, Pierce County, Washington, and with the City Clerk for the City of Gig Harbor.
- 1.5 "Lot" when used without another modifier shall mean a parcel of land segregated for the purpose of the construction of a single family residence and shall not include any parcel or tract reserved as common property.
- 1.6 "Plat" shall mean the plat of Spinnaker Ridge as approved by the City of Gig Harbor and recorded with the Pierce County Auditor and the City Clerk of the City of Gig Harbor.
- 1.7 "Declaration" shall mean the Declaration of Restrictions, Covenants, and Easements of Spinnaker Ridge Community Association as recorded with the Pierce County Auditor and filed with the City Clerk of the City of Gig Harbor.

**ARTICLE II
LOCATION**

The principal office of the Association shall be located at such place or places as may be determined from time to time by the Board of Trustees.

ARTICLE III MEMBERSHIP

- 3.1: Eligibility: Eligibility for membership is set forth in Article VI of the Articles of Incorporation.
- 3.2: Rights of Membership: Members shall be entitled to the use and enjoyment of the facilities of the Association as prescribed by the rules and regulations published from time to time by the Board of Trustees.
- 3.3: Voting Rights: The voting rights of the homeowners are set forth in the Articles of Incorporation. Each residence is entitled to one (1) vote.
- 3.4: Suspension of Rights: Any member that is delinquent on assessments provided for by the Association shall lose all rights of enjoyment of the common properties if the delinquency exceeds thirty (30) days; and he is thereafter given a ten (10) day notice of his right to hearing before the Board of Trustees; and further, such rights of a member may also be suspended after notice and hearing if he has been found to have violated any rules or regulations established by the Board of Trustees concerning the use of the common properties or facilities furnished by the Association and has failed to cease and desist in using said facilities in such a manner after having been given a ten (10) day notice.

ARTICLE IV MEETING OF MEMBERS

- 4.1: Annual Meeting: The annual meeting of the members shall be held in Gig Harbor, Washington, at such place and date and time as may be prescribed by the Board of Trustees, but which date shall always be during the month of May.
- 4.2: Special Meetings: Special meetings of the members shall be called at any time by the Board of Trustees upon written request of at least ten (10) homeowners.
- 4.3: Notice: Notice of all meetings shall be sent to all homeowners. Such notice shall be made not less than seven (7) days nor more than thirty (30) days prior to any special meeting, so called, and prior to the regular annual meeting; and/or a special meeting called for the purpose of levying a special assessment for capital improvements; and/or a change of the annual assessment subsequent to the annual meeting. Said notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting the purpose of the meeting.
- 4.4: Quorum: The presence at any meeting in person or by proxy of twenty-five percent (25%) of the homeowners entitled to cast votes shall constitute a quorum for any action. If, however such quorum shall not be present or represented at any meeting, the homeowners entitled to vote thereon shall have the power to

adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as set forth above shall be present to be represented.

- 4.5: Proxy: A homeowner may vote in person or by a designated proxy executed in writing and filed with the Secretary designating either the Board or another eligible homeowner to cast the absent homeowner's vote. Every proxy shall be revocable, and shall automatically terminate upon termination of home ownership.

ARTICLE V BOARD OF TRUSTEES

- 5.1: Number: The affairs of this Association shall be managed by a Board of not less than five (5) nor more than eleven (11) Trustees as may be determined by the Board of Trustees. The Board shall consist of the President, Vice President, Treasurer, Secretary, Past President(s) and Trustees with responsibilities assigned by the President.
- 5.2: Term: Trustees shall be elected to serve for two (2) years. However, in order to assure an approximate equal number of replacements each year, the Board may designate to the Nominating Committee that a certain number of the nominees shall be nominated for one (1) year terms. The President shall not serve for more than two (2) consecutive terms. All Trustees shall serve until their successors are elected and assume office.
- 5.3: Removal: All Trustees may be removed from the Board with or without cause as provided in the Articles of Incorporation.
- 5.4: Vacancies: Vacancies on the Board of Trustees caused by resignations or removals shall be filled by a majority vote of the remaining Trustees. These appointments shall fill out the remainder of the original Trustee's term. Appointments to new Trustee positions shall be ratified at the next annual meeting.
- 5.5: Compensation: No Trustee shall receive compensation for any service he or she may render to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Trustee and may receive compensation for their service to the Association in other capacities than as a Trustee.
- 5.6: Nomination of Trustees: The President shall appoint a Nominating Committee for Trustees by the March Board Meeting. The committee will have no less than three (3) homeowners.

- 5.6.1: The Nominating Committee will present its slate of nominees for open Trustee positions at the April Board of Trustees meeting.
- 5.6.2: Board members may make additional nominations, but only with prior consent of the nominee.
- 5.7: Manner of Election: In any case where the number of nominations by the homeowners for the Board of Trustees exceed the number of vacancies, the election shall be by secret ballot. Write-in names may be placed on the ballot.

ARTICLE VI MEETING OF THE BOARD OF TRUSTEES

- 6.1: Regular Meetings: Within ten (10) days after the annual meeting of the members, the Trustees elected at such meeting and those holding over shall hold an organizational meeting for the purpose of electing officers as hereinafter provided and for the transaction of such other business as may come before the meeting. If all Trustees are present at the time and place of such meeting, no prior notice of such meeting shall be given to the Trustees. The Board of Trustees by resolution may establish the date, time, and place of other regular meetings of the board.
- 6.2: Special Meetings: Special meetings may be called by the President and must be called by the President at the request of at least two (2) Trustees. Such special meetings may be held at such time and place as the Board of Trustees or the President shall determine, and any business may be transacted at such meeting.
- 6.3: Notices: No notice need be given for regular meetings held pursuant to resolution of the Board of Trustees as hereinafter specified. Notice of a special meeting shall be given at least three (3) days prior to the date of such meeting either personally, by mail or telephone. Attendance at the meeting shall constitute a waiver of notice thereof.
- 6.4: Quorum: A majority of the Trustees shall constitute a quorum but no action of the Board of Trustees shall be valid unless it is approved by an affirmative vote of a majority of those Trustees present.
- 6.5: Action Without a Meeting: Trustees may take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all Trustees to such action. Any action so taken shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE VII
POWER AND DUTIES OF THE BOARD OF TRUSTEES

- 7.1: General Powers: The Board of Trustees shall have power to:
- 7.1.1: Adopt and publish rules and regulations governing the use of the common properties and facilities provided by the Association; and the personal conduct of members and the guests thereon; and to establish penalties for the infraction thereof.
 - 7.1.2: Exercise for the Association all powers, duties, and authorities vested in or delegated to the Association or the Board of Trustees by these Bylaws and Articles of Incorporation or the Declarations, and not reserved to the membership.
 - 7.1.3: Lease or otherwise acquire the use of any and all kinds of recreation and athletic facilities for the use and benefit of the members of the association, and to enter into management contracts for the management of such facilities.
 - 7.1.4: Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent without excuse from three (3) consecutive regular meetings of the Board of Trustees.
 - 7.1.5: Transfer, exchange, or convey pursuant to the Articles, property belonging to the Association so long as same does not substantially deplete the Association's assets; and/or so long as same does not violate the Association's obligations arising from the restrictive covenants contained within the plat of Spinnaker Ridge; and so long as same does not impair easements of record.
 - 7.1.6: Borrow monies not exceeding twenty-thousand dollars (\$20,000) for any single purpose. For a loan exceeding twenty-thousand dollars(\$20,000), the Trustees must first obtain approval by a majority of the homeowners present at a special or regular homeowners' Association meeting, with the exception of an emergency situation which threatens the Association's or homeowners' property.
- 7.2: Duties of the Board of Trustees: It shall be the duty of the Board of Trustees to:
- 7.2.1: Cause the Association at all times to comply with its obligations both financially and contractually.
 - 7.2.2: Cause to be kept complete records of all of its acts and proceedings of its meetings, and cause to be presented at the annual meeting of the members a report reviewing the business affairs of the Association for the prior year.

7.2.3: To fix, as provided in the Declaration, the amount of the annual assessment against each lot and give the owner subject thereto written notice of such assessment at least ten (10) days prior to the date thereof; and to cause to be prepared a roster of property subject to assessment with assessments applicable to each such property; and to keep such roster in the Association's office subject to inspection by any member; and to take all actions necessary at law or in equity to collect the assessments due from each lot owner.

7.2.4: To exercise proper business judgment in the conduct of the Association's business; acquiring such liability and hazard insurance as it may deem proper; providing for the bonding of all officers and employees with sufficient security for the faithful performance of their official duties; and to comply and enforce all the Declarations set forth in the Restrictive Covenants and Easements heretofore referenced.

ARTICLE VIII OFFICERS

8.1: Officers: The officers of the Association shall be President, Vice President, Secretary, and Treasurer. The Board of Trustees may appoint an Assistant Secretary or an Assistant Treasurer, providing it is entered in its minutes. The term of office shall be determined from time to time by the Board of Trustees as provided by resolution. Said officers shall have those obligations, responsibilities, and powers that are common and consistent to their respective offices. Any and all specific duties shall be defined by resolution of the Board. The Board may combine the office of Secretary with the office of Treasurer. The powers or duties of any one officer may be temporarily delegated to another officer during periods of absence or disability of such officer.

ARTICLE IX ASSESSMENTS

9.1: Basis and Determination: The basis for the annual assessments of lots shall be the creation of a fund with which the Association may fulfill its obligations as set forth in the Declaration of Restrictions, Covenants, and Easements and as referred to in its obligations for retention and/or detention ponds, and/or facilities related thereto to the City of Gig Harbor; and for the maintenance of all common areas and of other areas as determined by the Board of Trustees; and for the operation of the facilities for the benefit of all members; and for the costs incurred therein, some of such cost without limitation being heretofore set forth in the Declarations. Special assessments for capital improvements may likewise be established by vote of the membership, subject to approval as set forth in the Declarations.

- 9.2: Certificates of Assessment: The Board shall furnish to any owner liable for an assessment upon demand by such owner, a certificate in writing setting forth whether the assessment on the property of the owner has been paid. The Board shall file with the office of the Pierce County Auditor within ninety (90) days after a delinquency with respect to an assessment; a statement of the amount of the delinquent assessment together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. (The certificate of delinquency is herewith declared a lien.)

ARTICLE X BOOKS, RECORDS, AUDIT

- 10.1: Inspection: The books, records and papers of the Association shall at all times during reasonable business hours be subject to the inspection by any member at the office of the Association.
- 10.2: Audit: Annual audits shall be prescribed from time to time by the Board of Trustees and/or a majority vote of the membership.
- 10.3: Licenses/Insurance: No Contract or oral or written Agreement shall be consummated between any Officer, Trustee, or Committee Chairman or Individual Homeowner and any supplier providing any form of labor upon the Common Grounds or Common Structure without confirming that the Treasurer has "on file" photostatic evidence of the vendor or laborer being Licensed and Insured by appropriate organizations

ARTICLE XI AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the members by a majority vote of said membership at a regular or special meeting called for the purpose of amending same. The Bylaws may be amended so long as said amendment is not in conflict with the Articles of Incorporation and/or the Association's obligation to the City of Gig Harbor to properly maintain a retention pond and its facilities including, but not limited to, drainage ditches.

ARTICLE XII RULES OF ORDER

The rules contained in the most recent edition of "Robert's Rules of Order, Revised", shall govern all meetings of the members and trustees where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or special rules of the order of the corporation.