

**AMENDED & RESTATED BYLAWS
OF
LAKEMOOR COMMUNITY CLUB**

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AMENDED & RESTATED BYLAWS OF LAKEMOOR COMMUNITY CLUB

Lakemoor Community Club (the “Association”) is a nonprofit corporation established to manage and govern the affairs of Lakemoor, a common interest community, pursuant to that certain Protective Covenants and Dedications Applicable to Lakemoor recorded at Thurston County Auditor’s No. 746258, as amended of record (the “Declaration”), the Articles of Incorporation of Lakemoor Community Club (the “Articles”), these Bylaws, any adopted Rules and Regulations, and the laws in Washington. All capitalized terms not defined herein shall have the meanings given in the Declaration or, if not set forth in the Declaration, as set forth in the applicable Act discussed below.

As of the adoption of these Bylaws, the Association is a common interest community bound by RCW 64.38. It is anticipated that the Association will become fully subject to RCW 64.90 no later than January 1, 2028 and RCW 64.38 will become inapplicable. References to the “Act” herein shall refer to RCW 64.38 until such time as the Association becomes fully bound by RCW 64.90, at which point reference to the “Act” shall refer to RCW 64.90. The term “Unit” shall be synonymous with “Lot.”

ARTICLE 1 MEMBERS AND REGISTRATION

Section 1.1 Class of Members. The qualifications and class of members are set forth in the Declaration.

Section 1.2 Members. Each Owner of a Unit is a member of the Association and shall be entitled to one membership for each Unit owned, with voting rights set forth in the Declaration and Article 2 of these Bylaws. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Association. Persons who claim to be members of the Association shall, upon request, furnish the Board with certified copies of documents evidencing ownership of a Unit or any interest therein.

Section 1.3 Persons Under Disability. Minors or persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified and acting guardian of their estate, voting on their behalf, or in the case of a minor with no legal guardian of his estate, through a parent having custody of the minor.

Section 1.4 Registration of Owners. The Board shall cause a register to be kept containing the names and addresses of all members of the Association and other information the Board deems necessary. Persons who acquire ownership interest in a Unit shall promptly inform the Board. If a

Unit is owned by a business, trust, estate, or similar legal entity, it shall provide copies of its organizational documents sufficient for the Association to verify ownership interests and individuals with authority to bind the entity.

Notice required under the Act or Association's governing documents to Owners shall be sent to the Unit address unless an Owner notifies the Association in writing of an alternate address. An Owner may notify the Association of an electronic address that may, at the Board's discretion, be used for purpose of notice in addition to or in lieu of notice to a mailing address. Except to the extent required by the Act or Declaration, the Association is not required to give owners notice by more than one method or to more than one address.

Notice to occupants, to the extent required by the Declaration or Act, shall be the Unit address unless the occupants have requested in writing that notices be sent to an alternate address. An occupant may notify the Association of an electronic address that may, at the Board's discretion, be used for purpose of notice in addition to or in lieu of notice to a mailing address. Except to the extent required by the Act or Declaration, the Association is not required to give occupants notice by more than one method or to more than one address.

ARTICLE 2

ASSOCIATION MEETINGS AND VOTING OF OWNERS

Section 2.1 Place & Electronic Communication Equipment (Owner Meetings). All Owner meetings of the Association shall be held at any reasonable place determined by the Board. Meetings may be conducted by telephonic, video, or other conferencing process ("Electronic Meeting"), if: (a) the meeting notice states the conferencing process to be used and provides information explaining how Owners may participate in the Electronic Meeting; (b) the process provides participants the opportunity to hear or perceive the discussion and to comment; and (c) any person entitled to participate in the meeting is given the option of participating by telephone. At an Electronic Meeting of the Owners, the Board may temporarily mute Owners only to the extent necessary to maintain order at the meeting. A vote of the Owners present at an Electronic Meeting of the Owners is required to permanently mute or remove an Owner.

Section 2.2 Voting Rights. Owners have such voting rights as are set forth in the Declaration, and each Unit shall be entitled to a single vote in the Association and may not be cast as fractional votes. The weight of the vote shall be the percentage set forth in the Declaration, or in the absence of such a percentage, one divided by the total number of Units in the Association.

If only one of several Owners of a Unit casts a vote at a meeting, that vote must be counted as casting all votes allocated to the Unit. If more than one Owner casts a vote for a Unit and the votes are not identical, no vote from any Owner of the Unit may be counted.

If an Owner who signed an absentee ballot or proxy in advance of a meeting attends the meeting, the absentee ballot or proxy shall be deemed revoked. The preceding sentence shall not revoke an absentee ballot or proxy signed by a different Owner of a Unit owned by multiple Owners; instead, the outcome of any vote for that Unit shall be governed by the immediately preceding paragraph.

If a Unit is owned by an entity other than an individual, the Board may refuse a vote cast by an individual purporting to be authorized by the entity without written proof establishing the same by the entity. If the record Owner of a Unit has pledged their vote regarding certain Association matters to a Lender under a duly recorded mortgage, only the vote of the Lender will be recognized in regard to the matters for which the vote is pledged if a copy of the instrument creating the pledge has been filed with the Board. In any vote of the Owners, votes allocated to a Unit owned by the Association must be cast in the same proportion as the votes cast on the matter by Unit Owners other than the Association.

Section 2.3 Voting Methods at a Meeting. Owners or their proxies who are present in person at a meeting of the members may vote by voice vote, show of hands, standing, written ballot, or any other method for determining the votes of Owners, as designated by the chairperson.

If and only if the Association is fully bound by RCW 64.90 and notwithstanding any other law or provision of the Association's governing documents, the following votes of Unit Owners shall be conducted by secret ballot: (a) election of Directors of the Association's Board of Directors; (b) removal of Directors; and (c) amendments to the Declaration or other governing documents. Secret ballots shall not be opened or reviewed prior to commencement of the meeting, and the counting of secret ballots for election or removal of a Director may not be conducted by any person whose position on the board is at stake.

Section 2.4 Voting by Absentee Ballot at a Meeting. At the Board's discretion, Owners may vote by duly executed absentee ballot if provided as part of the meeting's notice. The absentee ballot must be provided by the Board in the meeting notice and shall satisfy any requirements under the Act. Absentee ballots, if utilized, shall be sent to all Owners in the same manner as notice of meetings, with a specified deadline for the return of the absentee ballots, which shall be no later than the adjournment of the meeting. An absentee ballot shall count towards quorum for all business conducted at the meeting.

Section 2.5 Annual Meeting. The annual meeting of the Owners of the Association shall be held in the last quarter of the calendar year, at such date, time and place as the Board shall determine, or at such other date, time and location as may be designated by the Board to the extent consistent with the Declaration. Should the Board fail to hold an annual meeting in any calendar year, it shall endeavor to hold the meeting as soon as reasonably possible. The purposes of the annual meeting shall be to elect Directors or fill vacancies on the Board, and for the transaction of any other business as may properly come before the meeting.

For the election of Directors, candidates shall be elected to the Board of Directors by plurality vote, with the candidate(s) receiving the largest number of votes being elected. Cumulative voting is not permitted. If more than one Director position is up for vote with different term lengths, the candidate(s) with the highest number of votes will obtain the longest Director position. In the event of a tie requiring additional voting to determine which candidate(s) will be elected, the Owners may vote to conduct a run-off vote at the meeting or at a meeting adjourned to another date. Until the run-off vote is concluded, neither candidate shall be deemed elected to the Board; said position may be temporarily filled by appointment of the remainder of the Board as set forth herein.

Prior to any election of Directors, the Association must provide notice to Owners (a) the number of

Director positions that may be filled, (b) the qualifications of serving on the Board as set forth in Sections 3.1, 3.2 & 7.2 below, and (c) a reasonable process, manner, and deadline for submitting nominations as determined by the Board. To the extent reasonably practicable, the Association shall provide notice in accordance with this paragraph prior to the notice scheduling the election meeting.

Section 2.6 Special Meetings of Owners. A special meeting of the Owners of the Association for any purpose or purposes permitted hereunder or by law, may be called by the President of the Association, by resolution of the Board, upon written request of a majority of the Members of the Board, or upon the written request of Owners representing not less than twenty percent (20%) of the total votes in the Association. At the time such meeting is called by the President or Board resolution, or within a reasonable time after a meeting is called by written request of Owners as set forth above, the Board shall promptly deliver to Owners a notice of the special meeting that includes the time and place of the meeting and the business to be placed on the agenda for a vote of the Owners, including the text of any proposed amendment to the Declaration, Articles of Incorporation, Bylaws, and any proposal to remove a Director. For special meetings called by the Owners, the Board may exclude from the agenda any proposal that conflicts with the law or the Association's governing documents, including decisions that lie wholly within the purview of the Board.

Not less than fourteen (14) nor more than fifty (50) days in advance of the meeting date the Secretary or their designee shall provide notice of the meeting. If the Association does not provide notice to Unit Owners of the special meeting within thirty (30) days after twenty per cent (20%) of Owners request the Secretary to do so, the requesting Owners may directly provide notice to all the Unit Owners of the meeting. The Unit Owners may discuss at a special meeting a matter not specifically set forth in the special meeting's notice but may not take action on the matter without the consent of all Unit Owners of the Association.

Section 2.7 Budget Ratification Meeting. Within thirty days after adoption of any proposed budget (including those adopting a special assessment), the Board must provide a copy of the budget to all Owners and set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments against the Units included in the budget are ratified, whether or not a quorum is present. The budget shall include the information required under RCW 64.90.525 as in effect at any given time or any successor statute thereto. The Board may provide that a special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board.

Section 2.8 Notice of Meetings of Owners. It shall be the duty of the Secretary to give notice of each annual or special meeting of the Owners, and the Secretary may enlist the assistance of any Director, officer or the Managing Agent in providing notice. Unless otherwise provided by law, the Declaration or these Bylaws, all notices given under the governing documents shall be in writing and may be delivered personally, by mail, or by email to those consenting to electronic notice.

The notice of any meeting of the Owners shall state the time and place of the meeting and the items on the agenda to be voted on by the Owners, including the text of any proposed amendment to the Declaration, Bylaws or Articles, changes in the previously approved budget that result in a proposed increase in assessment obligations, and any proposal to remove a Director. Notice shall be deemed delivered as set forth in the Act. At an annual meeting, new business may be conducted on items even if not set forth on the agenda.

Section 2.9 Waiver of Notice. Except where expressly prohibited by law or the Articles of Incorporation, notice of the day, place, hour and purpose or purposes of any meeting of the Owners may be waived in writing by any Owner at any time, either before or after the meeting; however, attendance at the meeting in person or by proxy shall constitute a waiver of notice of the meeting unless prior to or immediately upon commencement of such meeting the Owner in attendance asserts that proper notice was not given.

Section 2.10 Quorum. At any meeting of Owners, the presence in person, absentee ballot, or by proxy of **fifty percent (50%)** of the total votes of the Owners in the Association shall constitute a quorum for the transaction of business. Quorum may be established at any time after the meeting is called to order, but no business conducted prior to obtaining quorum shall be valid. The Owners present at a duly convened meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. The vote of a majority of the votes of Owners present in person or by proxy at a meeting at which there is a quorum shall be the act of the Association, except as otherwise provided herein, by law or by the Declaration or Articles of Incorporation.

Section 2.11 Adjourned Meetings. If any meeting of the Association cannot be organized because of a failure to obtain a quorum, a majority of the Owners present, in person or by proxy, may adjourn the meeting to a time not less than fourteen (14) nor more than fifty (50) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. Any absentee ballots and proxies valid at the original meeting shall be valid at the reconvened meeting unless the ballot or proxy indicates otherwise. When an Association meeting is adjourned to another time or place, notice of the reconvened meeting must be given to all Owners not less than fourteen (14) nor more than fifty (50) days in advance.

Section 2.12 Proxies. A proxy must be executed in writing by an Owner or its duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy form. Revocation of a proxy shall not be effective until written notice thereof has actually been received by the person presiding over a meeting of the corporation, or, in the absence of a meeting, the Secretary or Managing Agent that the Board may specify. No proxy shall be effective if it is not dated or purports to be revocable without notice. The Board may designate a particular proxy form for a proxy to be valid. A proxy may be delivered to the Secretary (or any other officer or Managing Agent that the Board may specify) by personal delivery, U.S. mail, facsimile, scanned via email, or any other method approved by the Board.

Section 2.13 Voting Without a Meeting. With regard to any matter for which Owner approval is required, the Board may decide that voting of the Owners shall be conducted by mail, email, or other Electronic Transmission as permitted by the Act & RCW 24.03A. Procedures for such voting

(including ballot procedures set forth in the Act) may be adopted by the Board provided they are consistent with the above laws and meet the intent of the Declaration and Bylaws to provide the Owners with adequate notice and opportunity to vote. Notice and quorum requirements for such voting shall be the same as for a meeting of the Association. If a vote is performed without a meeting of the owners, notice of its outcome must be provided to all Owners. A vote without a meeting may not be used (a) in lieu of an annual meeting of the Owners, (b) to remove a Director, or (c) for ratifying a budget.

Section 2.14 Other Voting Procedures. Except as otherwise provided in the Declaration or these Bylaws, the Board shall in all respects determine the method of voting for a particular issue, at a particular meeting, or with respect to election of any Director(s), including but not limited to the form of all ballots, consents, proxies, directed proxies, written consent forms, and the wording of questions thereon and date for return of same. The Board may also include on such voting forms any questions on which it seeks an advisory vote.

Section 2.15 Conduct at Meetings. The Board President shall preside as chair of all Association meetings unless absent or a majority of the Board appoints another person to preside as chair. The Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at Association meetings. On the presiding officer's or the Board's direction, reference may be made to the most current available edition of *Robert's Rules of Order* to determine any parliamentary procedure or other question which may arise at any meeting. Other than the Secretary or other person required to take meeting minutes, audio or video recording of any Board, Association or Committee meeting is only allowed if approved by the person presiding over the meeting and no objection is raised by any person in attendance.

Section 2.16 Presumption of Assent. An Owner present at a meeting of owners at which action is taken on any matter put to a vote of the membership shall be presumed to have assented to the action taken unless that Owner's dissent or abstention is entered in the minutes of the meeting, or unless such member files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention to the secretary of the Association immediately after the adjournment of the meeting. The right to dissent or abstain shall not apply to an Owner who voted in favor of an action.

Section 2.17 Minutes. Minutes of all Association meetings shall be maintained in a record by the Secretary of the Association or by another person designated by the Directors. The decision of each matter voted upon at an Association meeting must be recorded in the minutes. Minutes for every meeting shall be approved by the Association before or at the next Association meeting.

ARTICLE 3 **BOARD OF DIRECTORS**

Section 3.1 Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors that shall be composed of three (3), five (5) or seven (7) Directors elected by the Owners. Each Director shall serve a term of three (3) years and until their successor is elected and takes office. The terms of the Directors shall be staggered, and the Owners at any annual meeting shall be empowered to vary Director term lengths from time to time as needed to ensure Director

terms are staggered. Directors must be Unit Owners. If an Owner is an entity, then any officer or director of a corporate entity, any partner of a partnership, any member of a limited liability company, or any trustee or beneficiary of a trust that is the Owner of such Unit, may be elected as Director.

Section 3.2 Additional Director Qualifications. An Owner at least 18 years of age shall be entitled to serve on the Board except:

- (a) No more than one (1) representative from each Unit shall be eligible to serve on the Board at any given time. For example, if a married couple owns a Unit, only one spouse may serve on the Board. By way of further example, if a corporation owns two Units, two of its shareholders may serve on the Board if otherwise consistent with this Article 3. The membership can choose to waive this qualification at a meeting of the Association if there are insufficient candidates to fill each Board member position.
- (b) Individuals must qualify for Fidelity Bond or Employee Dishonesty insurance coverage with one of the Association's current insurance carriers to be eligible to serve on the Board. Upon request by the Board, a candidate must submit sufficient information for the Association to verify eligibility under this subsection. If the Board fails to request sufficient information prior to the election, this qualification shall be deemed waived with respect to that candidate.
- (c) No individual who has been convicted of a felony is eligible to serve on the Board.
- (d) No Owner who is more than sixty (60) days delinquent in the payment of Assessments shall be eligible to serve on the Board.

Section 3.3 Powers and Duties. The Board, its Directors, or other duly authorized agents or representatives, shall have the powers and duties provided for the administering authority of the Association in accordance with the Act and RCW 24.03A, together with all other powers necessary for the administration of affairs of the Association. The Board shall have the authority to exercise for the Association all powers, duties, and authority vested in or delegated to the Association, and that are not specifically reserved to the Owners.

Section 3.4 Standard of Care. Each Director shall exercise ordinary and reasonable care in the performance of their duties on behalf of the Association, or such other standard as may be imposed by applicable law.

Section 3.5 Vacancies on the Board. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association may be appointed by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall serve the remainder of the term and subsequent terms until a successor Director is elected by the Owners.

At the discretion of the Board or upon the requisite number of Owners calling a special meeting, Director vacancies may be filled at an election at a special meeting of the Association called for that purpose, or by ballot at a vote without a meeting.

If a vacancy is caused by the vote of the Owners at a special meeting of the Association removing a Director, the Owners shall conduct a vote to elect a successor Director at said meeting. If the

Owners do not elect a successor Director at said meeting, the vacant position may be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum.

Section 3.6 Removal of Directors. At a special Association meeting called for the purpose of removal, a Director may be removed from the Board with or without cause by the vote of a majority of the total votes in the Association. A proposal to remove a Director must be contained in the notice calling such meeting, and any Director whose removal has been proposed by the Owners shall be given an opportunity to address Owners in attendance at the removal meeting.

Section 3.7 Termination of Directors Without Vote of Owners.

- (a) The Board may, without a vote of the Owners, vote to remove from the Board a Director if (i) the Director is delinquent in the payment of assessments more than 60 days and (ii) the Director has not cured the delinquency within 30 days after receiving notice of the Board's intent to remove the Director.
- (b) If and only if the Association is not yet fully bound by RCW 64.90, then if any Director misses three (3) consecutive Board meetings, the remainder of the Board may, without a vote of the Owners, vote to remove the absent Director and appoint a replacement consistent with these Bylaws.

Section 3.8 Quorum and Voting of the Board. A quorum of the Board is present for purposes of determining the validity of any action taken at a meeting of the Board only if Directors entitled to cast a majority of the votes on that Board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board.

Section 3.9 Organization Meeting of the Board. A meeting of the Board shall be conducted immediately following any annual meeting of the Owners.

Section 3.10 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place, day and hour as the Board from time to time may specify by resolution made available to Owners. Subject to any applicable notice requirements, there shall be at least one (1) regular Board meeting each fiscal quarter.

Section 3.11 Special Meetings. Meetings of the Board shall be at a time and place designated by the Board and reasonably convenient to all Directors. In the event of an emergency as defined by RCW 64.90.502 as in effect at any given time or any successor statute thereto, the Board may call a special meeting of the Board by giving notice to Directors and Owners in a manner that is practicable and appropriate under the circumstances, and shall promptly notify Owners in writing of any decisions made at an emergency meeting. Furthermore, a special meeting of the Board may be called by giving at least seven (7) days' notice to Directors and Owners to address an event or condition that could not have been reasonably foreseen and for which it is otherwise impracticable to give notice as set forth in the following sentence, which notice must also be given by electronic means to Owners whose email address or phone number is known to the Association. In all other circumstances, at least fourteen (14) days' notice must be given to all Directors and Owners prior to any special meeting of the Board.

Section 3.12 Place & Electronic Communication Equipment (Board Meetings). All Board meetings of the Association shall be held at any reasonable place determined by the chairperson or Board. Meetings may be conducted by telephonic, video, or other conferencing process (“Electronic Meeting”), if: (a) the meeting notice states the conferencing process to be used and provides information explaining how Owners may participate in the Electronic Meeting; (b) the process provides participants the opportunity to hear or perceive the discussion and to comment; and (c) any person entitled to participate in the meeting is given the option of participating by telephone. The Board or chairperson at a Board meeting may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting.

Section 3.13 Waiver of Notice. Notice of any meeting of the Board of Directors may be waived in writing by any Director at any time, either before or after such meeting, and attendance at such meeting in person shall constitute a waiver of notice of the place, day and hour of such meeting, except where a Director attends for the express purpose of objecting to the meeting for failure to provide proper notice.

Section 3.14 Action by the Board Without a Meeting. The Board may act by unanimous consent of all its members as documented in a physical writing or contained in an electronic transmission. Actions taken by unanimous consent must be kept as a record of the Association. The Board may act by unanimous consent only to undertake ministerial actions, actions subject to ratification by the Unit Owners, or to implement actions previously taken at a meeting of the Board.

Section 3.15 Open and Closed Board Meetings. Board meetings must be open to the Owners and their voting representatives except during executive sessions, but the Board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting. At each Board meeting, the Board must provide a reasonable opportunity for Owners to comment regarding matters affecting the Association, including at least 15 minutes at the beginning of each meeting for Unit Owners to comment about agenda items before the Board votes. Notwithstanding the foregoing, the President may adjourn any Board meeting and reconvene in closed, executive session, to the extent permitted under RCW 64.90.455 as in effect at any given time or any successor statute thereto. A gathering of members of the Board or committees at which the Board or committee members do not conduct Association business is not a meeting of the Board or committee. Directors and committee members may not use incidental or social gatherings to evade the open meeting requirements of this Section. If any materials are distributed to the Board before the meeting, the Board must make copies of those materials reasonably available to Owners, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

Section 3.16 Rules of Procedure. The Board may, from time to time, adopt rules to govern any meetings of Owners, Directors, or other Board or committee meetings or hearings.

Section 3.17 Powers. The Board shall have the powers and duties provided for the administration of the Association in the Declaration, the Articles, these Bylaws, the Act, RCW 24.03A, and all other powers necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by statute, or which specifically require the vote or consent of Owners under the Declaration.

Section 3.18 No Waiver. Failure of the Board in any instance to insist upon the strict compliance with any provision of the Governing Documents, or to exercise any right contained in such documents, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment of such provision, right, term notice or action. No waiver shall be effective unless expressed in writing and signed by the Board.

Section 3.19 Dissent. A Director who is present at a meeting of the Board at which action on a matter is taken shall be presumed to have assented to that action unless their dissent is entered into the minutes of the meeting, or unless they file a written dissent to that action with the Secretary before the minutes of the meeting are approved.

ARTICLE 4 **OFFICERS**

Section 4.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that one person may not hold the offices of President and Secretary simultaneously.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board immediately following the annual meeting, or at any other meeting of the Board held for such purpose, as set forth directly below. They shall hold office at the pleasure of the Board.

Section 4.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting. Removal from office under this Section 4.3 shall not have the effect of removing the Director from the Board.

Section 4.4 President. The President shall preside at all meetings of the Association and of the Board and shall have all powers and duties usually vested in the office of the President, including such other duties as may be prescribed by the Board.

Section 4.5 Vice President. The Vice President shall perform the duties of the President when the President is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 4.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Board and the Association, other than financial records kept by the Treasurer. The Secretary shall also perform such other duties as may be prescribed by the Board.

Section 4.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities, shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and shall be responsible for the preparation of all required

financial statements, audits, and tax returns.

Section 4.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

Section 4.9 Compensation. No Director shall receive compensation for serving as a Director but may be reimbursed for actual and reasonable expenses incurred in connection with administration of the affairs of the Association.

Section 4.10 Conflicts of Interest. This Section 4.10 will apply if and only if the Articles are amended such that this paragraph would not conflict with the Articles; however, nothing in the Articles or this paragraph will be construed as permitting Director behavior that would conflict with the Act or other applicable law with respect to duties owed by Directors. Nothing in the Association's governing documents shall be construed to authorize the Association or the Board to enter into any contract, employment, or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested. Any such contract, employment, or other transaction shall be void unless, after the fact of such relationship or interest is disclosed or known to all of the Owners entitled to vote, such contract, employment, or transaction has been authorized or approved by Owners holding a majority of the voting power of the Association, excluding any interested Directors and the votes of the Units of which they are Owners, and the contract, employment, or transaction is fair and reasonable to the Association. Directors shall disclose any conflict of interest they may have and shall refrain from voting on any matter for which such a conflict of interest exists.

ARTICLE 5 **COMMITTEES**

Section 5.1 Committees of the Board. The Board may appoint one or more committees comprised of two or more Directors to assist the Board in carrying out the Association's business. Except as prohibited under RCW 24.03A.575 or other applicable law, Committees of the Board may act with full force of the Board to the extent set forth in the meeting minutes or resolution creating the committee. Committees of the Board shall not be created with the intent of excluding Directors from participating in issues of importance where certain Directors, despite holding different opinions, wish to participate, except as may be appropriate to address matters involving a Director's conflict of interest or status as an opposing party with the Association in active or potential litigation.

The Board may appoint and administer any committees called for by the Declaration. Such committees shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Association. Unless agreed to otherwise in the meeting minutes or resolution establishing the Committee of the Board, decisions made by a Committee of the Board shall promptly be conveyed to the entire Board, and Committees of the Board shall maintain written records of decisions that shall be kept with the Association's records.

Section 5.2 Advisory Committees. Advisory Committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by the President or the Directors, and such committees may be composed of at least one or more Owner of the Association. Unless prohibited in the meeting minutes or resolution establishing an Advisory Committee, any privilege under the law that would apply to a Director shall also extend to an Advisory Committee member. Notwithstanding anything to the contrary herein, an Advisory Committee member may not exercise any powers of the Board of Directors.

Section 5.3 Committee Procedure. For meetings and actions taken by Committees authorized to act for the Board, the Committee must comply with Section 3.15 above and other notice and operational procedures the same as if a meeting of the Committee was a meeting of the Board.

Section 5.4 Architectural Control Committee. As may be required or allowed by Declaration Article VII, the Architectural Control Committee ("ACC") shall be comprised of three (3) Directors serving for three (3) year terms. The Board may alter the terms of the ACC members so that their terms are staggered. The removal or resignation of any ACC member from the Board will automatically serve as resignation from the ACC. ACC decisions shall be determined by a majority vote by the members of the ACC and subject to appeal procedures set forth in the Declaration.

ARTICLE 6

FINANCIAL AND ADMINISTRATIVE MATTERS

Section 6.1 Accounts. The Association shall establish banking and other financial accounts in the name of the Association at one or more financial institutions as necessary to provide for the maintenance, operation, and administration of the Association.

Section 6.2 Operating Fund. There shall be established one or more checking accounts in a reputable, FDIC insured, financial institution to be known as the "Operating Fund" or similar named accounts. The Operating Fund will be used for the normal operation of the Association and will generally receive all monthly Assessments and other monies received by the Association. Checks shall be issued from said accounts for all management and operational expenditures necessary for the Association and its maintenance expenses of a routine or minor nature that do not require resort to the Reserve Fund. Additional reasonable uses of the Operating Fund shall be as directed by the Board. Owners may be directed to make payments for Assessments or other expenses to a third party as agent for the Association or to the Association, as the Board may determine.

Section 6.3 Reserve Funds. The Association shall maintain one or more accounts at a reputable financial institution known generally as the "Reserve Fund," or similar named accounts. These accounts shall be used to deposit funds earmarked as reserve funds as required by the reserve funding provisions of the Declaration and laws governing the Association.

Section 6.4 Combination and Deposit or Investment of Funds. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any Managing Agent. The reserve funds may be combined in one or more savings accounts, certificates of deposit, or other accounts or deposits, as may be deemed reasonable in the discretion of the Board.

Section 6.5 Reconciliation of Actual Expenses to Assessments. The Association shall establish and maintain its accounts and records in such a manner that will enable it to charge Assessments for Common Expenses and any other Assessment, including allocations to reserves, to the account of the appropriate Units and make its expenditures from the appropriate accounts. The accounts of the Association shall be reconciled at least annually.

Section 6.6 Corporate Records and Books of Account. The corporation shall keep, at its registered or principal office or at the office of the Secretary or Managing Agent, current Articles of Incorporation and Bylaws; a record of Owners, including Owner names and addresses; records of accounts and finances; a record of the names and addresses of officers and Directors; minutes of the proceedings of the Owners, the Board of Directors, and any minutes that may be maintained by committees of the Board; a record of Board resolutions (in the event such resolutions are memorialized separately from the minutes); and any other necessary or advisable corporate records, or any records required to be kept under the Declaration or under applicable law. The non-privileged records of the Association shall be available for inspection by Owners and subject to a reasonable fee as determined by the Board. Inspection and disclosure of records need not exceed what is required by law.

Section 6.7 Fiscal Year. Unless another fiscal year is selected by the Board, the fiscal year of the Association shall be the calendar year.

Section 6.8 RCW 64.90 Financial Requirements. If and only if the Association is fully bound by RCW 64.90, the provisions of RCW 64.90.530 & 535 as in effect at any given time or any successor statutes thereto shall apply notwithstanding anything to the contrary herein.

ARTICLE 7 **BOARD OF DIRECTOR ACCOUNTABILITY**

Section 7.1 Due Care and Loyalty. Directors and Officers shall perform their duties (i) in good faith, (ii) in a manner the person reasonably believes to be in the best interest of the Association, (iii) with the care an ordinarily prudent person in a like position would use under similar circumstances, and (iv) with the degree of care and loyalty required of a Director or officer of a corporation organized under RCW 24.03A (or RCW 24.06 instead, if and only if the Association is fully bound by RCW 64.90). A person performing such duties may rely on information, opinions, reports, or statements, including financial statements or other financial data, prepared or presented by a source the person reasonably believes to be reliable and competent in the matters presented, unless and until the person has reasonable cause to believe that such reliance is no longer warranted. A Board may also exercise its judgment when deciding if, and how, to enforce the governing documents.

Section 7.2 Code of Conduct. A person who serves as a Director is hereby deemed to have made the following six commitments:

I Will Respect My Neighbors: I will set a good example by treating neighbors as my equals, by listening attentively to what they say, and by not embarrassing them in what I say or do.

I Will Keep My Governing Documents Promises: I will comply with use restrictions, pay my assessment obligations, and faithfully fulfill the obligations of homeownership set out in our governing documents.

I Will Respect My Fellow Directors: I will listen to, and consider, the viewpoints of others. I will cast my vote on issues in a way I believe best serves the long-term best interests of our community. I will respect decisions I have voted against. I will not say or do things to undermine a Board decision.

I Will Respect Legal Boundaries: I will not disclose confidential information to someone who does not have a right to receive it. I will not use my position to advance my own self-interest, nor to obtain a benefit not afforded to those who are not on the Board.

I Will Be Prepared: I will prepare for Board meetings. I will read materials furnished to me to inform me on matters to be discussed at an upcoming meeting. I will listen attentively to viewpoints expressed at a meeting and give due consideration to material facts in the course of deciding how to cast my vote on a matter.

I Will Be Honest: I will disclose to the Board the relevant, non-confidential, factual information I have that bears on whether I might have a conflict of interest on a particular matter that has come before the Board. I will abstain from taking part in Board decision making where I have a personal stake in the matter the Board is considering.

Section 7.3 No Personal Liability. So long as a Director, or Officer, or Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this exemption from personal liability shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board and the insurer(s) have confirmed coverage in writing

Section 7.4 Indemnification. Each Director, officer and committee member shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement of such a proceeding. Any indemnification provided under this Section shall, unless limited by the terms of the undertaking to indemnify, continue as to a person who has ceased to be a Director, officer or committee member, and shall inure to the benefit of their heirs, executors, and administrators.

However, this indemnification shall not apply to any action by or on behalf of the Association against a Director, officer or committee member in which such person has been adjudged guilty of any breach of duty toward the Association. Provided, that the Association shall only indemnify a Director, officer or committee member seeking indemnification in connection with a proceeding (or a part of a proceeding) initiated by such person if such proceeding or part of a proceeding was

authorized by the Board or if such proceeding or part of a proceeding was brought by a Director or officer to enforce a claim for indemnification under this section and a court or an arbitrator determines that the Director, officer or committee member is entitled to all of the relief claimed.

By means of a resolution or of a contract specifically approved by the Board, the Association may indemnify an employee or agent to such degree as the Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Association.

Section 7.5 Insurance. The Association may purchase and maintain insurance on behalf of any person who is a Director, officer, committee member, employee, or agent of the Association or is serving at the request or consent of the Association as an officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability incurred by such person because of such person's status, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this article.

ARTICLE 8 **CONFLICT WITH DECLARATION OR LAW**

These Bylaws are intended to comply with and supplement the requirements of the Act and the Declaration. If any of these Bylaws conflict with the provisions of the Act or the Declaration, the provisions of the Act and Declaration will apply.

ARTICLE 9 **AMENDMENTS**

The Bylaws may be amended by vote of Owners holding at least sixty percent (60%) of the total votes in the Association, provided all Owners entitled to vote thereon are duly notified of the proposed amendment.

ARTICLE 10 **EFFECTIVE DATE**

These Bylaws shall take effect on the adoption date set forth below.

Adopted this ____ day of _____, 2026.

We, the undersigned, certify that we are the duly elected and acting President and Secretary of Lakemoor Community Club and the foregoing Bylaws were approved by the affirmative vote of Owners holding at least sixty percent (60%) of the voting power at a duly called meeting or by vote without a meeting of the Association in accordance with existing Bylaws Article X.

By: _____

Print Name: _____, President

By: _____

Print Name: _____, Secretary