

Record Date:8/24/2018 9:25 AM

Electronically Recorded King County, WA

**After Recording Mail To:**

Jennifer R. Hill  
Hanis Irvine Prothero, PLLC.  
6703 S. 234<sup>th</sup> Street, Ste. 300  
Kent, WA. 98032

DOCUMENT TITLE:	AMENDED AND RESTATED BY-LAWS OF TWIN LAKES HOMEOWNERS ASSOCIATION, INC.
GRANTOR:	TWIN LAKES HOMEOWNERS ASSOCIATION, INC.
GRANTEE:	TWIN LAKES HOMEOWNERS ASSOCIATION, INC
ABBREVIATED LEGAL DESCRIPTION:	TWIN LAKES, DIVISIONS 1-10, KING COUNTY, WA
ASSESSOR'S PROPERTY TAX PARCEL NUMBER:	N/A
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	5974788 CCR's; 20150828000403

**AMENDED AND RESTATED BY-LAWS  
OF  
TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is TWIN LAKES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 800 - 156<sup>th</sup> N.E., Bellevue, Washington, but meetings of members and trustees may be held at such places within the State of Washington, County of King, as may be designated by the Board of Trustees.

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Association" shall mean TWIN LAKES HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Developer" shall mean Investors Insurance Agency, Inc., individually and as Trustee for Sherwood Development Co., and any successors or assigns engaged in land development an/ or wholesale land sale activities which are the same as, or similar to, those of Sherwood Development Co.

**Section 3.** "Trustee" shall mean The Bank of California, N.A., or any successor Trustee holding title to the common properties.

**Section 4.** "Properties" shall mean that certain real property describe in Article III of the Articles of Incorporation, and such additions thereto as may hereafter be brought within the jurisdiction of Association.

**Section 5.** "Common Properties" shall mean all real property owned by the Trustee or the Association for the common use and enjoyment of the members of the Association and shall not include any streets or other areas dedicated to public use.

**Section 6.** "Lot" shall mean any plot of land shown upon any record subdivision map of the properties with the exception of the common properties and properties to be used for shopping center and professional office complex development and for churches and church purposes.

**Section 7.** "Member" shall mean every person or entity who holds a membership in the Association.

**Section 8.** "Owner" shall mean the record owner, whether one or more persons or entities and specifically including the Developer, of the fee simple title to any lot or lots which are a part of the properties, shall not include a contract seller or a mortgagee.

**Section 9.** The term "real estate contract" shall not include an earnest money receipt and agreement and the terms contract seller" and "contract purchaser" shall not include the parties to any such earnest money receipt and agreement.

**Section 10.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded or to be recorded in the Office of the King County Auditor.

**Section 11.** The term "The Development Period" shall mean that period of time from the date of recording of the Declaration unit the date on which seventy per cent (70%) of the properties now or hereafter platted on the property described in Exhibit "A" attached to said Declaration have been sold by Developer, or until such earlier date as many be agreed upon by the Federal Housing Authority and Developer.

**Section 12.** "Directed Proxy" shall mean a proxy where the member has indicated upon the proxy how the proxy holder is to vote for the member.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer named in the Declaration or by the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of or the contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two (2) years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser as the case may be. Ownership of or a contract purchaser's interest in any such lot shall be the sole qualification for membership.

**Section 2. Suspension of Membership.** During any period in which a member shall be in default in the payment of any monthly or special assessment, the voting rights and right to use of the recreational facilities by such member may be suspended by the Board of Trustees until such assessment has been paid. During the developmental period the Board of Trustees shall be required to exercise such right upon the request of the developer. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Trustees governing the use of the common properties and facilities,

**Section 3. Voting Rights.** No person shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of lots owned jointly by two (2) or more persons, only the joint owner designated as the "member" pursuant to Section 1 of this Article III shall be entitled to vote.

In the event that the Non-Profit Corporation Law of the State of Washington as set forth in Title 24, Revised Code of Washington is changed to permit one member of a non-profit corporation to exercise greater voting rights than another member, voting shall thereafter be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**ARTICLE IV**  
**PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

**Section 1.** Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common properties and facilities to the members of his family or his tenants who reside on the property, and, subject to regulation by the Board of Trustees, to his temporary guests. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privilege, of such delegee are subject to suspension to the same extent as those of the member.

**Section 2.** Irrespective of the fact that Section I (b) of Article VI of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common properties, this right shall not be exercised as to members for a period of five years from the date of the recordation of the Declaration, and after this period, only upon written approval of two-thirds (2/3) of the entire membership.

**ARTICLE V**  
**BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of not less than five (5) or more than nine (9) Trustees, who shall be members of the Association.

**Section 2. Election.** At the first annual meeting, which shall be held not later than six months from the date of incorporation of this Association, the members shall elect three Trustees for a term of one year, three Trustees for a term of two years, and three Trustees for a term of three years; and at each annual meeting thereafter the members shall elect three Trustees for a term of three years.

**Section 3. Removal.** Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor.

**Section 4. Compensation.** No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

**ARTICLE VI**  
**MEETINGS OF TRUSTEES**

**Section 1. Regular Meetings.** Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the president of the Association or by any two Trustees, after not less than three (3) days' notice to each Trustee.

**Section 3. Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII INTERVIEW AND ELECTION OF TRUSTEES**

**Section 1. Interview.** An election committee shall interview Trustee candidate applicants. The Election Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Election Committee shall be appointed by the Board of Trustees at the first meeting of the Board of Trustees following each annual meeting of the members. The Election Committee shall interview all interested applicants no less than sixty (60) calendar days prior to the Annual Meeting. All interested applicants who are members in good standing that have completed the interview process shall be placed upon the ballot. Any member who is more than ninety (90) days delinquent in the payment of assessments and/or in the payment of fines is not a member in good standing.

**Section 2. Election.** Election to the Board of Trustees shall be by in-person secret written ballot or by proxy or by absentee ballot. At such election, the members or their proxies may each cast one vote. The names receiving the largest number of votes shall be elected. In the case of a tie, opportunity will be given for the candidates to settle the tie between themselves. If a settlement cannot be reached the tie will be decided by coin toss.

## **ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1. Powers.** The Board of Trustees shall have power:

- (a) To adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (c) To declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and
- (d) To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Trustees:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration;
  - (1) To establish, levy and assess, and collect the assessments or charges referred to in Article VII, of the Declaration as applicable to the Association; and

- (2) To send written notice of each assessment to every owner or contract purchaser subject thereto at least thirty (30) days in advance of each annual assessment period.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) To cause any common properties owned by the Association to be maintained.

## ARTICLE IX COMMITTEES

Section 1. The Association shall appoint an Election Committee as provided in these By-Laws, and shall appoint an Architectural Control Committee to perform the duties and functions described in Article IX, Section 2, of the Declaration. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

- 1. A Recreation Committee which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- 2. A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the common properties, and shall perform such other functions as the Board in its discretion, determines;
- 3. A Publicity Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Trustees, make such public releases and announcements as are in the best interests of the Association; and
- 4. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8 (d). The Treasurer shall be an ex officio member of the Committees.
- 5. A Tellers Committee which shall validate, tally, and store all member ballots and proxies. The Tellers Committee shall be comprised of a minimum of three (3) non-Trustee members.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within this field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Trustee or officer of the Association as is further concerned with the matter presented.

## ARTICLE X MEETING OF MEMBERS

**Section 1. Annual Meetings.** The regular annual meetings of the members shall be held on a date and at a time determined by the Board of Trustees.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of the members who are entitled to vote one fourth (1/4) of all of the votes of the entire membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, or absentee ballot cast, one-tenth (1/10) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy or by absentee ballot. All proxies shall be directed proxies in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

**Section 6. Parliamentary Authority.** At all meetings of members, Roberts Rules of Order Newly Revised, and as they may be amended or revised from time to time, shall govern the Association in all meetings and other procedural situations to which they are reasonably applicable where not inconsistent with these Bylaws and any special rules of order the Association may adopt.

**Section 7. Voting by Absentee Ballot.** In addition to voting in person or by proxy, members shall be entitled to vote either by mail or by third-party electronic means. The Board of Trustees shall decide which absentee voting method is implemented.

## ARTICLE XI OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of the Association shall be a President and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make effective.

**Section 6. Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

(a) The president shall preside at all meeting of the Board of Trustees and, when deemed necessary, shall see that orders and resolutions of the Board are carried out. The President shall sign leases, mortgages, deeds; co-sign checks and promissory notes and any other written instruments; provided, however, if the president is not available then any of the officers as designated in this section, or any Trustee(s) specially designated and empowered by the Board for that purpose, may do so.

**Vice-President**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be require of him by the Board.

**Secretary**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees. The treasurer shall co-sign checks and promissory notes of the Association, but if the treasurer is not available to do so, then the other officers designated in this Section 8 may do so; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting or at a special owners' meeting scheduled for the purpose of ratifying a budget. A copy of the proposed budget will be provided o the membership in advance of any owners' meeting during which the budget will be voted upon, as required by law.

## ARTICLE XII ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** By the Declaration, each member is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser interest in) any lot which is charged with the payment of an assessment or assessments payable in installments. The person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

**Section 2. Purpose of Assessments.** The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common properties, including, without limitation, facilities related to the use and enjoyment of the common properties, the establishment and operation of the Twin Lakes Patrol, a private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance on the common properties, and the installation and maintenance of the entry gate and gate house and the cul de sac planter on streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

**Section 3. Amount of the Monthly Assessments.** The amount of the monthly assessments shall be as follows:

(a) During such time as title to the common properties is held by the trustee, and subject to the provisions of Section 6 of this Article XII each owner or contract purchaser shall pay the developer the amount of Seven Dollars (\$7.00) per month per lot and in addition (in the case of multiple family dwellings constructed on any lot or lots) One Dollar (\$1.00) per month of each separate living unit within a multiple family dwelling. All said amounts shall be subject to increase pursuant to the provisions of this Section 3 and of Section 4 of this Article XII and shall be used for the purposes provided in Section 2 of this Article XII and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer, subject to the provisions of Article VI, Section 4 of the Declaration. If the amount of any such expenditure to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the Developer, the Developer hereby covenants and agrees to pay the excess amount involved out of its own funds. If at any time the amount of the Developer's advances hereunder shall, due to unforeseen circumstances, become excessively burdensome, the Developer may apply to the trustee to approve an increase in the amount of the maximum monthly assessment for each lot. Any assessment amounts collected in excess of the amounts required to pay the costs provided for herein shall be used exclusively for the construction and development of improvements on the common properties.

(b) Upon termination of the trust and conveyance of the common properties to the Association, each owner or contract purchaser shall pay to the Association the amount of Seven Dollars (\$7.00) a month per lot and in addition (in the case of multiple family dwellings constructed on any lot or lots) One Dollar (\$1.00) per month for each separate living unit within a multiple family dwelling (or in the event that said amount has been increased as provided in the preceding subparagraph (a) or in Section 4 of this Article XII, the amount as so increased) subject to

the provisions of Section 6 of this Article XII: Provided, that said monthly assessment may be increased or decreased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy or by absentee ballot, at a meeting duly called for such purpose. Written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount less than the maximum. The maximum monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in Section 4 of this Article XII.

**Section 4. Increase in Monthly Assessments in Conformance with Rise in Consumer Price Index.**

From and after January 1, 1970, the amount of the monthly assessment may be increased effective January 1 of each year without a vote of the membership, by not more than that amount which reflects the increase, if any, of the U.S. Bureau of Labor Statistics Consumer Price Index (calculated on the base period: 1957-1959 equal 100) for Seattle, Washington, for "Urban Wage Earners and Clerical Workers All Items", for the preceding month of August. Said index establishes the numerical rating for Seattle for the month of August, 1964, as 110.3. This shall be the base rating. To determine the percentage by which the monthly assessment for each subsequent year may be increased without a vote of the membership, said base rating shall be divided into the said Consumer Price Index for the month of August preceding the effective date of the proposed increase. Said adjustment percentage, if in excess of 100 percentum, shall be multiplied by the initial month assessment amount provided for herein to determine the maximum amount to which the monthly assessment may be increased for the subsequent year without a vote of the membership.

**Section 5. Special Assessments for Capital Improvements.** In addition to the monthly assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto: Provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members voting in person or by proxy or by absentee ballot at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

**Section 6. Uniform Rate.** Both monthly and special assessments shall be fixed at a uniform rate for all lots, including lots upon which multiple family dwellings are constructed, with the exception that for all lots upon which multiple family dwellings are constructed, that portion of the assessment which is determined on the basis of an additional amount per living unit shall always be fixed at a uniform rate and shall never exceed one-seventh (1/7) of the assessment amount per lot.

**Section 7. Quorum for Any Action Authorized Under Sections 3 and 5.** At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies, or by absentee ballot entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 8. Date of Commencement of Monthly Assessments: Due Dates.** As to each particular lot involved, the liability for the monthly assessments provided for in Section 3 (a) and (b) of this Article XII shall begin on the first day of the calendar month following the expiration of six months from the date of any deed or contract of sale for the lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month

thereafter. The due date of any special assessments under Section 5 hereof shall be fixed by the resolution authorizing such assessment.

**Section 9. Effect of Non-Payment of Assessments: Remedies.** If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of 5-1/4 percent per annum, and the Developer or, upon termination of the trust, the Association, may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Exempt Property.** The following property subject to the Declaration shall be exempt from the assessments created therein; (a) All properties owned by Developer; (b) all properties dedicated to and accepted by a local public authority; (c) the common properties; and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

### **ARTICLE XIII BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association. The Association, pursuant to the Homeowners Association Act, Title 64.38, and as it may be amended from time to time, may impose reasonable charges and costs upon members for the time and expense incurred by the Association in complying with members' requests for inspection or copies of Association records. The Board may adopt and amend Rules and Regulations from time to time which establish and more specifically address the amounts of such charges and costs, and the circumstances under which such charges and costs will be imposed.

### **ARTICLE XIV ENFORCEMENT / ATTORNEYS' FEES**

**Section 1. Right to Enforce.** The Board of Directors, the Association, and each owner of a lot or property subject to the Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles, these Bylaws of the Association and the rules and regulations promulgated by the Board of Directors (hereinafter collectively in this Article the "governing documents"). Failure of the Board of Directors, the Association or any such owner to enforce any such restrictions shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Right to Attorneys' Fees and Costs.**

- (a) In the event an Owner defaults, breaches or violates in any way any of the provisions of the governing documents, the Association may hire an attorney to enforce the governing documents, in which case the Owner shall pay all of the Association's attorneys' fees and costs so incurred, including without limitation reasonable attorneys' fees, legal expenses and costs, whether or not a lawsuit is filed for such enforcement, and including attorneys' fees and legal expenses and costs incurred in representing the Association's interests as a creditor in any bankruptcy proceedings of Owner (including efforts to modify or vacate any automatic stay) or appeals brought by or on behalf of the Owner or by the Association.
- (b) In the event of a suit or action to enforce any provision(s) of the governing documents, including without limitation to collect any money due or to foreclose a lien or to require compliance with the governing documents, or a suit or action by an owner or owners against the Association pertaining to or involving any aspect of the provisions or the authority of or interpretation by the Association to apply such governing document provisions, the prevailing party shall be awarded all reasonable attorneys' fees, costs and expenses incurred, including without limitation charges for consultations with attorneys, preparation of all pleadings and documents reasonably necessary, conducting discovery, and any and all other preparation of the case while litigation is pending, for trial, and for all appeals.
- (c) "Costs and expenses" as used in this Article shall include in addition to RCW 4.84.010, all expenses incurred by and for the prevailing party, including without limitation filing fees, depositions (including court reporter fees and transcription costs), legal messengers, postage, photocopying, printing, expert witness fees and costs, and fees for consultants with expertise regarding the subject matter of issues, legal and factual, perceived by the prevailing party and/or its attorney(s). The purpose and intent of this section is that the prevailing party be made whole regarding all fees and costs/expenses of any kind which it may incur due to such litigation.
- (d) Regarding post-judgment collection services and proceedings, after award or judgment is entered the Association shall be fully entitled to recover against the Owner any and all future costs (as set forth above), attorneys' fees, and all other expenses which may be incurred in collecting upon and/or enforcing the award or judgment, including without limitation bond costs, sheriff's fees, filing and/or court fees, and all time reasonably spent by attorneys on behalf of the Association in handling and pursuing collection/enforcement of the award or judgment. The Association shall be entitled to provisions in any such award or judgment which set forth the within collection or enforcement rights to future costs and fees and attorneys' fees. However, the lack of any such provisions in an award or judgment given or taken hereunder shall not in any way affect the applicability or enforceability of these provisions.
- (e) The Association incurring attorneys' fees and/or costs in collecting upon or enforcing any such award or judgment may reduce those fees and costs to an additional part of the existing judgment or award by ex parte submitting a motion and affidavit to the ex parte department of the applicable court, regarding attorneys' fees and costs incurred in the collection process, and obtaining an order awarding such fees and costs to the Association or, alternatively, may pursue award of them by separate action.

**Section 3. No Abandonment of Obligation.** No owner, through his non-use of any common area or limited common area, or by abandonment of his property, or by rental to and use of the property by a third party or parties, may avoid or diminish the burdens or obligations imposed by the restrictions."

**ARTICLE XV  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "TWIN LAKES HOMEOWNERS' ASSOCIATION, INC.", and the words "Corporate Seal Washington 1965" in the form and style as affixed in these By-Laws by the impression of such seal.

**ARTICLE XVI  
AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy or by absentee ballot.

**Section 2.** In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup> of each year."

**ARTICLE XVIII  
DATE OF ADOPTION**

These By-Laws have been duly adopted by the Association, most recently amended at a Special Meeting of the Members held May 30<sup>th</sup>, 2018.



**After Recording Mail To:**

Jennifer R. Hill  
Rosehill Law, PLLC  
PO Box 7988  
Tacoma, WA 98417

DOCUMENT TITLE:	FIRST AMENDMENT TO AMENDED AND RESTATED BY-LAWS OF TWIN LAKES HOMEOWNERS ASSOCIATION, INC.
GRANTOR:	TWIN LAKES HOMEOWNERS ASSOCIATION, INC.
GRANTEE:	TWIN LAKES HOMEOWNERS ASSOCIATION, INC
ABBREVIATED LEGAL DESCRIPTION:	TWIN LAKES, DIVISIONS 1-10, KING COUNTY, WA
ASSESSOR'S PROPERTY TAX PARCEL NUMBER:	N/A
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	5974788 CCR's; 20150828000403, 20180824000123

**FIRST AMENDMENT TO AMENDED AND RESTATED BY-LAWS  
OF  
TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

**RECITALS**

The Amended and Restated Bylaws of Twin Lakes Homeowner's Association, Inc. were recorded on August 24, 2018 under King County Recording Number 20180824000123. The Twin Lakes Homeowner's Association, Inc. (the "Association") desires to amend the Bylaws to revise the qualifications for the Board of Trustees.

Pursuant to Article XVI of the Amended and Restated Bylaws, voting concluded on September 21, 2022 and a majority of a quorum of members present and voting in person or by proxy or by absentee ballot approved this First Amendment to Amended and Restated Bylaws of Twin Lakes Homeowner's Association, Inc.

To accomplish the foregoing purpose, the undersigned President and Secretary of the Twin Lakes Homeowner's Association, Inc. do hereby certify that the requirements of the Amended and Restated Bylaws have been complied with and therefore declare and adopt the following Amendment to the Bylaws:

**FIRST AMENDMENT TO AMENDED AND RESTATED BY-LAWS  
OF  
TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

A. Article V, Section 1 of the Bylaws is hereby deleted and replaced with the following new Section 1.

**Section 1. Number and Qualifications.** The affairs of this Association shall be managed by a Board of not less than five (5) or more than nine (9) Trustees, who shall be members of the Association. Depending on the number of positions, the following qualifications shall apply to the Trustees:

Number of Trustees	Qualifications
9 Trustees	No more than two (2) Trustee positions may be filled by Association Members who do not reside in the homes on their Lots
8 Trustees	No more than two (2) Trustee positions may be filled by Association Members who do not reside in the homes on their Lots
7 Trustees	No more than two (2) Trustee positions may be filled by Association Members who do not reside in the homes on their Lots
6 Trustees	No more than one (1) Trustee position may be filled by Association Members who do not reside in the homes on their Lots
5 Trustees	No more than one (1) Trustee position may be filled by Association Members who do not reside in the homes on their Lots

B. Article VII of the Bylaws is hereby deleted in its entirety and replaced with the following new Article VII.

**ARTICLE VII  
INTERVIEW AND ELECTION OF TRUSTEES**

**Section 1. Interview.** An election committee shall interview Trustee candidate applicants. The Election Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Election Committee shall be appointed by the Board of Trustees at the first meeting of the Board of Trustees following each annual meeting of the members. The Election Committee shall interview all interested applicants no less than sixty (60) calendar days prior to the Annual Meeting. All interested applicants who are qualified pursuant to Article V, Section 1 and who are members in good standing that have completed the interview process shall be

placed upon the ballot. No member shall be placed on the ballot if his or her election would conflict with the qualifications for Trustees set out in Article V, Section 1. Any member who is more than ninety (90) days delinquent in the payment of assessments and/or in the payment of fines is not a member in good standing.

**Section 2. Election.** Election to the Board of Trustees shall be by in-person secret written ballot, by proxy, by absentee ballot, or any other method of voting outlined in RCW 64.38 or RCW 24.03A. At such election, the members or their proxies may cast one vote each. The names receiving the largest number of votes shall be elected. In the case of a tie, opportunity will be given for the candidates to settle the tie between themselves. If a settlement cannot be reached, the tie will be decided by coin toss.

**EXCEPT AS MODIFIED AND AMENDED HEREBY**, the Amended and Restated Bylaws for Twin Lakes Homeowner's Association, Inc. shall remain in full force and effect. This Amendment shall be effective upon execution. The terms of this Amendment to the Bylaws shall control over and implicitly amend any inconsistent provision of the Bylaws of the Association.

5

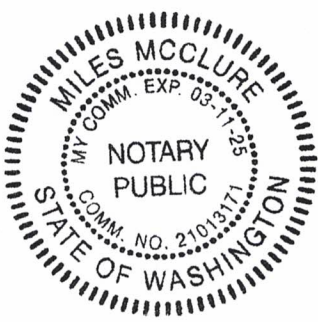
Dated: 9/28, 2022.


  
Secretary of the Association

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 28<sup>th</sup> day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Beckstrom, to me known to be the Secretary of the Twin Lakes Homeowner's Association, Inc., the non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



  
Print Name: Miles McClure  
NOTARY PUBLIC in and for the State of Washington.