

**BY-LAWS
OF
GREENFIELD HOMEOWNERS ASSOCIATION**

Revised: 1/14/06

**ARTICLE I
NAME**

- 1.1 Name: The name of the Association shall be the Greenfield Homeowners Association (hereinafter referred to as “the Association”).

**ARTICLE II
DEFINITIONS**

- 2.1 “Association” shall mean and refer to Greenfield Homeowners Association, its successors and assigns.
- 2.2 “Property” shall mean and refer to that certain real property described in the “Declaration of Covenants, Conditions and Restrictions” for Greenfield Homeowners, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 2.3 “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- 2.4 “Lot” shall mean and refer to any plot of land shown upon recorded subdivision map of the Property with the exception of the Common Area.
- 2.5 “Owner” shall mean and refer to the record owner or contract purchaser, whether one or more persons or entities, of any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2.6 “Declarant” shall hereinafter mean and refer to as Robert D. Hilden, Residential Developer and its successors, or assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant solely for the purpose of development.
- 2.7 “Declaration” shall mean and refer to the “Declaration of Covenants, Conditions and Restrictions” for Greenfield Homeowners and such supplemental “Declarations” that may be applicable to the Properties brought within the jurisdiction of the Association and which will be recorded in the Office of the Auditor of the County of Thurston, State of Washington.
- 2.8 “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III
MEMBERSHIP**

- 3.1 Class of Members: The Association shall have one class of members. To be eligible for membership, one must own real property described in the “Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Greenfield”.
- 3.2 Establishment of Membership: Membership is established upon purchase of real property within the Greenfield development.
- 3.3 Membership List: The Secretary shall keep a current list of members.
- 3.4 Voting Rights: Each dues-paying member 18 or over shall be entitled to one vote per lot on each matter submitted to a vote of the members. Voting by proxy shall be allowed. Voting rights and right to use the Common Area and facilities of a member shall be suspended during any period of which such member shall be in default in the payment of any assessment levied by the Association.
- 3.5 Termination of Membership: Membership shall automatically terminate when one no longer resides or owns property within the designated area.
- 3.6 Official Map: An officially adopted map of the neighborhood area, establishing boundaries for qualifying membership, shall be kept on file with the Association’s Secretary.

**ARTICLE IV
MEETING OF MEMBERS**

- 4.1 Annual Meeting: An annual meeting of the members shall be held each year during the month of February (prior to elections). The date and time of each meeting shall be determined by the Board of Directors. One of the purposes of the annual meeting shall be the election of members to the Board of Directors.
- 4.2 Special Meetings: Special meetings of the members may be called by the President, a majority of the Board of Directors or a majority of the members.
- 4.3 Notice of Meetings of Members: Written or printed notice stating the place, day and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 48 hours before the meeting to each member entitled to vote at such meeting. Notice of regular meetings other than annual shall be made by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and 48 hours prior to the next succeeding regular meeting and at any time when requested by a member or by such other notice as may be prescribed by the By-Laws.

- 4.4 Order of Business at Annual Meeting: The order of business at the annual meeting shall be as follows:
- (a) Reading of minutes of last preceding meeting;
 - (b) Report of President;
 - (c) Report of Treasurer;
 - (d) Election of Board Members;
 - (e) Transaction of other business mentioned in the notice; and
 - (f) Open to the floor;
 - (g) Adjournment;
- providing that the presiding officer, in the absence of any objection, may vary the order of business at their discretion.
- 4.5 Quorum of Membership: The presence at the meeting of members entitled to cast, and or of proxies entitled to cast, one tenth (1/10) of the votes of the 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, by a majority vote, to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or be represented.
- 4.6 Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary.

ARTICLE V BOARD OF DIRECTORS

- 5.1 Number of Members: A Board of Directors shall manage the business, property, and affairs of this Association. The Board of Directors will consist of three (3) or five (5) members. All Board members must be members of the Association and are expected to attend general meetings.
- 5.2 Vacancies: Vacancies on the Board of Directors shall be filled by the vote of the majority of the Board. Directors so elected shall be elected for the unexpired term of their predecessors.
- 5.3 Nominating Committee: At a regular meeting not less than 30 days preceding the annual meeting, the Board shall appoint a Nominating Committee of at least three (3) members.
- (a) The Nominating Committee shall present to the annual meeting a slate of one or more nominees for each directorship.
 - (b) Nominations may also be made from the floor.
 - (c) Before making a nomination, members, as well as the Nominating Committee, shall obtain the consent of the member to be nominated.

- 5.4 Election of Board Members: Board members shall be elected for two-year terms by a vote of the participating members at the annual meeting. Board members terms will be staggered, that is, one-half of the Board shall be elected at each annual meeting. There shall be no limit on consecutive terms served by Directors.
- 5.5 Removal of Board Members: A Board member may be removed from their position by a majority vote of the Board if the person under questions has (1) led or taken part in activities detrimental to the purpose of the Association; (2) been negligent in carrying out the responsibilities of the office; (3) been absent from three consecutive meetings without reasonable cause; or (4) is no longer physically or mentally able to fulfill the duties of the position.
- 5.6 Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- 5.7 Meetings: The annual meeting of the Board of Directors shall be held within 30 days after the annual membership meeting. Special meetings of the Board may be held at any time whenever called by the President or Secretary or any three or more Directors.
- 5.8 Notice of Meetings: Board members shall receive at least 48 hours oral or written notice of meetings.
- 5.9 Exculpation: A Director shall have no liability on contracts entered into on behalf of the Association, nor shall a Director be liable to any member of the Association for any acts performed or done as a Director in good faith. The Association shall hold and save the Directors harmless of and from any and all loss, cost, damage, injury or expense arising out of or in any way related to claims for which exculpation and exoneration is provided herein. The indemnity provided for in this section shall include, without limitation thereto, costs of defense such as court costs and attorney's fees.

ARTICLE VI OFFICERS

- 6.1 Officers Enumerated: The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be annually elected by the Board of Directors, and shall serve until their successors are duly elected and qualified. In addition to the powers and duties specified below, the officers shall have such powers and perform such duties as the Board of Directors may prescribe.
- 6.2 President: The President will provide leadership to promote the goals of the Association and facilitate at meetings of the Board of Directors and of the membership.

- 6.3 Vice-President: In the absence of the President, the Vice-President will perform the Presidential duties. In addition, they will assist the President in promoting the goals of the Association.
- 6.4 Secretary: It shall be the duty of the Secretary to keep records of the proceedings of the Board of Directors and of the membership, to administer the membership register, and, when requested to do so by the President, to sign and execute with the President all deeds, bonds, contracts, and other obligations or instruments, in the name of the Association.
- 6.5 Treasurer: The Treasurer will be responsible for all funds and the investments of the Association, and will keep books of account. They will deposit all funds and other valuables in the name of the Association as designated by the Board of Directors. The Treasurer will disburse funds of the Association as requested by the Board. They will provide an account of all Association transactions at least quarterly to the Board.
- 6.6 Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.
- 6.7 Vacancies: Vacancies in an office may be filled by a majority vote of the Board of Directors at any meeting.
- 6.8 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,.
- 6.9 Removal: The Board of Directors may remove any officer whenever in its judgment the best interest of the Association will be served. Any officer so removed may continue to serve on the Board of Directors unless subsequently removed from the Board of Directors under section 5.5 of these By-Laws.

ARTICLE VII DISSOLUTION

- 7.1 Dissolution: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members entitled to vote. See section 3.4 for voting rights.
- 7.2 Distribution of Assets Upon Dissolution: Upon dissolution of the Association, all the remaining assets of the Association shall be distributed by the Treasurer as requested by the Board of Directors to another organization with similar goals of the Association or on a prorated basis to all members.

**ARTICLE VIII
ACTIONS BY WRITTEN CONSENT**

- 8.1 In General: Any corporate action required or permitted by the Articles of Incorporation or By-Laws, or by the laws of the State of Washington, with the exception of election or renewal of officers or Board members, may be taken without a meeting if written or oral consent is obtained in advance from a majority of the Board of Directors. The action, and the names of Board members who voted for or against such action, will be reported to the next meeting of the Board of Directors by the Board member initializing said action.

**ARTICLE IX
ASSESSMENTS**

- 9.1 Membership Obligates Members: Members of the Association, under the terms of the Declaration, agree to pay to the Association Annual Assessments or charges and Special Assessments for capital improvements, when such assessments are levied by the Association in compliance with the Declaration and these By-Laws.
- 9.2 Purpose of Assessments: All assessments levied by the Association shall be used exclusively for promoting the purposes of the Association, including but not limited to improvement and maintenance of properties, services and facilities, payment of taxes and insurance, payment for repair and replacement, and for costs of labor, equipment, materials, management, and supervision necessary to the recreation, health, safety, and welfare of the membership.
- 9.3 Initial Basis and Maximum of the Annual Assessments: The Declaration sets the initial basis of the Annual Assessment as per lot. The Declaration sets the initial maximum amount of the Annual Assessment at \$100 per year per lot. The current Annual Assessment is \$225 per year per lot effective January 1, 2006.
- 9.4 Change in Basis and/or Maximum of Annual Assessments: Any change in the Basis or Maximum of the Annual Assessment may only be implemented at the beginning of each one year period. Any increase in the Basis and/or Maximum of Annual Assessments shall have the assent of two-thirds (2/3) of all members entitled to cast a vote at a meeting of the members duly called for this purpose. Written notice of such meeting shall be provided to all members at least thirty (30) days prior to the date of the meeting.

The Board of Directors shall monitor the current and prospective financial condition of the Association. The Board of Directors shall make a recommendation to the membership at the annual meeting regarding the sufficiency of the Annual Assessment to fund the operations of the Association. Any Board member, officer or member of the Association may propose a change in the Basis and/or Maximum of the Annual Assessment to the membership for a vote. The Board may, by majority vote, reduce the Annual Assessment below the existing Maximum for such period as they determine

prudent, and may return the Annual Assessment to the existing Maximum, without a vote of the membership.

9.5 Annual Assessment Due Date and Duties of the Board of Directors: The annual assessment is due on the first day of January each year. The Board of Directors shall fix the amount of the assessment and deliver a written notice to each member of the amount and due date at least thirty (30) days in advance of the due date. The Board of Directors shall prepare a roster of all members and the Annual Assessment owed by each, and shall record all payments made by members. The Treasurer shall issue a receipt to each member upon payment of the Annual Assessment.

9.6 Delinquency of Annual Assessment: If the Annual Assessment is not paid in full on the date when due, then the assessment shall become delinquent. If the assessment is not paid in full within thirty (30) days after the delinquency date, the assessment shall accrue interest at the annual rate of ten (10) percent per year from the date of delinquency, until such time as the assessment is paid in full. Partial payments shall be applied first to any interest owing, and then shall reduce the principal owing, and any remaining principal shall continue to accrue interest. If the assessment is not paid in full within thirty (30) days after the delinquency date, the Board of Directors shall be empowered to bring such action as they deem prudent to effect collection of the delinquent assessment. The cost of any legal action or collection effort shall be added to the delinquent assessment, including but not limited to any attorney's fees or filing fees.

9.7 Special Assessments for Capital Improvements: The Association may levy, in any assessment year, a special assessment for capital improvements. The special assessment for capital improvements shall be applicable to only that year. Such special assessment for capital improvements may be levied for the funding of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the common properties. Such special assessment shall have the assent of two-thirds (2/3) of those members entitled to vote, either through a vote in person or by a vote by proxy, at a meeting called for the purpose of approving a special assessment for capital improvements. The due date of the special assessment shall be set within the resolution authorizing the special assessment. The Board of Directors shall deliver written notice setting forth the purpose of the meeting to all members at least thirty (30) days prior to the date of the meeting.

The Treasurer shall prepare a schedule of members and the special assessment due from each member. Such schedule shall be available for inspection by any member of the Association. The Treasurer shall record all special assessment payments and shall issue a receipt to each member upon payment of the special assessment.

9.8 Delinquency of special Assessment: If a special assessment is not paid in full on the date when due, as specified in the resolution authorizing the special assessment, then the special assessment shall become delinquent. If the special assessment is not paid in full within thirty (30) days after the delinquency date, the assessment shall accrue interest at the annual rate of ten (10) percent per year from the delinquency date, until such time as

the special assessment is paid in full. Partial payments shall be applied first to any interest owing, and then shall reduce the principal owing, and any remaining principal shall continue to accrue interest. If the special assessment is not paid in full within thirty (30) days after the delinquency date, the Board of Directors shall be empowered to bring such action as they deem prudent to effect collection of the delinquent special assessment. The cost of any legal action or collection effort shall be added to the delinquent special assessment, including but not limited to any attorney's fees or filing fees.

**ARTICLE X
ADMINISTRATIVE AND FINANCIAL PROVISIONS**

- 10.1 Fiscal Year: The fiscal year of the Association shall be the calendar year.
- 10.2 Loans Prohibited: The Association shall make no loans to any officer, director or member.
- 10.3 Books and Records: The Association shall keep current and complete books and records of account and shall keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors; and the Secretary will keep a register of the names and addresses of Association members entitled to vote. All books and records of the Association may be inspected by any member for any purpose at any reasonable time.
- 10.4 Amendments of By-Laws: New By-Laws may be adopted and existing By-Laws may be altered, amended, or repealed by an affirmative vote of the membership at any annual or special meeting of the membership.
- 10.5 Rules and Procedure: The rules of procedure at meetings and of the Board of Directors will be the rules contained in Robert's Rules of Order.