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Chambery Park- 457



Bylaws of  
Chambery Park  
Homeowners Association

**AMENDED AND RESTATED BYLAWS OF THE  
CHAMBERY PARK HOMEOWNERS ASSOCIATION**

**RECITALS**

The Chambery Park Homeowners Association (hereinafter the "Association") desires to amend the Amended and Restated Bylaws to correct typographical and grammatical errors and make edits to the substantive language.

In accordance with Article XI of the Restated Bylaws and after notice was duly given to all owners, the following Amendment to the Bylaws was adopted at a meeting held on March 15<sup>th</sup>, 2016 with the agreement of owners of apartments to which at least sixty percent (60%) of the voting power in the Association is allocated.

To accomplish the foregoing purposes, the undersigned President and Secretary of the Association declare and certify that the above-stated conditions have been met and hereby adopt the following Amendment to the Bylaws:

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These Bylaws apply to the entire condominium, each apartment herein, and all common and limited common areas. Each apartment owner automatically is a member of the Association of Apartment Owners so long as his ownership continues. All present and future owners, mortgagees and other encumbrancers, licensees, lessees, tenants, and occupants of apartments, and their guests and employees, and any other persons who use the facilities of the condominium are subject to these Bylaws, the Declaration of Condominium, and the rules and regulations pertaining to use and operation of any portion of the condominium.

## ARTICLE I MEMBERSHIP; VOTING

1.1. **Definitions.** Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration and/or the applicable statutes.

**"Member in Good Standing"** means a member who is current on payment of all regular and special Assessments, and/or who has not been determined by the Board to be in violation of the Declaration, Bylaws or Rules following an opportunity to be heard by the Board or a hearing panel appointed by the Board.

1.2 **Membership.** The fee owners and contract purchasers of apartments in this Condominium shall, together, constitute the membership of the Association of Apartment Owners for purposes of voting, decision making, and Association operations. Corporations, partnerships, associations and other legal entities, trustees and other fiduciaries, as well as natural persons, may be members. Owners of an apartment as joint tenants, tenants in common, owners of community property, or other ownership involving more than one owner, shall be members of the Association, but their vote shall not exceed the percentage of interest for voting appurtenant to the apartment owned.

1.3. **Members Owning More Than One Apartment.** If a person, partnership or corporation owns more than one apartment, he or it shall have the votes for each apartment owned.

1.4. **Persons Under Disability.** Minors and persons declared legally incompetent may be members in the Association but shall not be permitted to vote or designate a voting representative except through a guardian of their estate or custodian or their property.

1.5. **Register of Members.** The Board of Directors ("Board") shall cause a register to be kept containing the names and addresses of all members of the Association. Members of the Association who sell or convey their interest in an apartment shall promptly report to the Association Manager the name and address of their successor. Persons claiming membership in the Association shall, upon request, furnish the Association Manager with a copy of any documents under which they assert ownership to an apartment, or any interest therein. The Board may require that owners supply the Association Manager with copies of any security instrument affecting their apartments.

**1.6. Registration of Mailing Address.** Each owner shall notify the Association of an address to be used by the Association for purpose of notice ("Registered Address"). The Registered Address shall be provided by the owner to the Association Manager (or in the absence of an Association Manager, to the Secretary of the Association) within five (5) days after receipt of title or interest in the apartment. Multiple owners of an apartment shall designate a single Registered Address to be used by the Association. The Registered Address shall be used for mailing of monthly statements, notices, demands and all other communications. Use of the Registered Address by the Association for giving of notice shall be sufficient to constitute notice to any person, firm, corporation, partnership, association, or other legal entity or any combination thereof, which owns the apartment or an interest in the apartment. The registration shall be in written form and signed by all owners of the apartment, or by the person(s) authorized by law to represent the interests of all of the owners. If no Registered Address is provided, or if all the owners cannot agree, the address of the apartment shall be the Registered Address until the Registered Address is furnished as required under this paragraph. The Registered Address may be changed in the manner prescribed by this paragraph.

**1.7 Voting.**

**1.7.1 Voting at Meetings; Proxies.** Votes may be cast at a meeting of the Association in person or by proxy. Proxies shall be in writing and signed by the owner. Proxies must be filed with a Board member or the Association Manager, or placed in the Caretaker's mailbox before the appointed time of each meeting. An owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance. An owner may, but shall not be obligated to, pledge his or her vote on all issues or on specific issues to a Mortgagee. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

**1.7.2 Voting Representative.** There shall be one "voting representative" for each apartment. The voting representative shall be designated by the owners or purchasers of each apartment by written notice to the Board or Association Manager, and need not be a member of the Association. The designation is revoked when the Board or Association Manager receives actual notice of the death or judicially declared incompetence of any party with an ownership interest in the apartment, and may be revoked by written notice to the Board or Association Manager by any owners of the apartment. This power of designation and revocation may be exercised by an owner's guardian or personal representative. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each apartment shall be the group composed of all of its owners. Any of such owners may attend any meeting of the members and, if those present act unanimously, the owners present may vote to take any other action by a voting representative, but if they cannot agree to act unanimously, the vote for that apartment will be disregarded.

**1.7.3 Pledge of Vote.** The power to designate a voting representative may be pledged to the holder of a security interest in an apartment. If the power is so pledged, and if a copy of the instrument containing the pledge is filed with the Board, and if the secured party's designee attends the appropriate meetings and requests to be allowed to exercise the vote of the apartment respecting any issue, then the vote of such designee shall be recognized respecting such issues.

**1.7.4 Voting by Mail.** The Board may decide that voting of the owners shall be by mail and without a meeting of the Association with respect to any particular election of the Board or with respect to the adoption of any proposed amendment to the Declaration, or with respect to any other matter for which approval by the owners is required by the Washington Condominium Act, the Declaration or the Bylaws, in accordance with the following procedure:

a. The Association Manager shall give written notice and one written ballot per apartment to the owner (or the apartment's voting representative, if applicable), which notice shall include the text of any proposed amendment to the Declaration or a proposed resolution for action which sets forth a description of the proposed action. The notice shall state that the owners are entitled to vote by mail for or against the proposal by delivering the completed enclosed ballot to a specified address on or before a specified date not less than ten (10) days after delivery of notice to the owners (the "Deadline"). After the expiration of the Deadline, the Association Manager may but shall not be required to request in person or in writing that each owner who has not submitted his or her ballot with respect to the proposal promptly return such ballot to the address specified in the original notice. Ballots which are received more than fourteen (14) days after the Deadline shall not be effective.

b. With respect to issues on which voting is conducted by mail, submission of ballots representing 45% of the total voting power shall constitute a quorum for voting by mail.

c. Any proposal shall be adopted if a quorum for voting by mail is represented and the proposal is approved by the affirmative vote of not less than a majority of the votes cast on such question, unless a greater or lesser voting requirement is established by the Washington Condominium Act, the Declaration or the Bylaws and unless the consent of the Eligible Mortgagees has not been obtained as required by the Washington Condominium Act, or the Declaration.

d. Delivery of a vote in writing to the specified address shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

e. Within thirty (30) days after the ballots have been counted, each owner shall be notified by mail or other delivery of written notice of the results of the ballot or that a quorum of ballots was not returned.

## ARTICLE II MEETINGS OF MEMBERS

**2.1. Place.** Meetings of the members of the Association shall be held at such place as may be convenient to the membership and designated from time to time by the Board or Association Manager.

**2.2. Annual Meeting.** The annual meeting of the Association shall be held in the first quarter of each year, on a date fixed by the Board. The members shall elect a Board or fill vacancies in the Board in accordance with the provisions of the Declaration and Bylaws and there shall be considered such other business as may come before the meeting.

**2.3. Special Meetings.** The President may call special meetings of the Association upon his own initiative, and shall call a special meeting upon the written request of a majority of the Board, or of owners having twenty percent (20%) of the votes in the Association, or of the Association Manager. The President shall schedule special meetings called at the request of the Board, members, or Association Manager to occur at least ten (10) but not more than sixty (60) days subsequent to receipt of the written request. No business shall be transacted at a special meeting except as stated in the notice unless the consent of each owner present, either in person or by proxy, is obtained.

**2.4. Notice of Meetings.** At least ten (10) days but not more than sixty (60) days prior to each annual and special meeting, the Secretary shall mail to each member a notice stating the time and place of the meeting, and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in assessment obligations, and any proposal to remove a Board member or officer. The Secretary of the Association may delegate this authority to the Association Manager. Notice of any meeting of the members of the Association may be waived in writing at any time and is waived by actual attendance at such meeting, unless such appearance is limited expressly to object to the legality of the meeting. Notice to a contract purchaser shall be sufficient for both the fee owner and the purchaser, unless the fee owner has specifically requested notice.

**2.5. Quorum.** The attendance of owners and/or voting representatives holding forty-five percent (45%) of the total voting power in the Association shall constitute a quorum for the transaction of business at any meeting of members of the Association.

**2.6. Adjourned Meetings.** If any meeting of the owners cannot be organized because a quorum is not in attendance, the members and voting representatives present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and those who attend such an adjourned meeting, although holding less than forty-five percent (45%) of the total vote, shall nevertheless constitute a quorum for the purpose of said meeting, provided at least twenty-five

percent (25%) of the total vote of all apartments is present, and provided further that no amendment to the recorded Declaration may be adopted except under the conditions prescribed by law and the Declaration, and no amendment to the Bylaws shall be adopted except in accordance with these Bylaws and the Declaration.

**2.7. Majority Vote.** Except as otherwise provided by statute, by the recorded Declaration, or these Bylaws, passage of any matter submitted to vote at a meeting or adjourned meeting duly called, where a quorum, as defined by these Bylaws, is in attendance, shall require the affirmative vote of at least fifty-one percent (51%) of the voting power present in person or by proxy. This Section 2.7 shall not apply to Board elections, which shall instead be governed by Section 3.1 of these Bylaws.

**2.8 Attendance Sheet.** Prior to the commencement of any meeting of the Association, a sign-in sheet may be provided for attendees to confirm the presence of a quorum at the meeting.

**2.9. Order of Business.** The order of business at meetings of the Association shall be as follows unless dispensed with on motion:

- (a) Statement of notice of meeting or waiver of notice
- (b) Announcement of voting power present
- (c) Reading and disposition of any unapproved minutes
- (d) Reports of officers
- (e) Reports of committees
- (f) Selection of inspectors of election (if necessary)
- (g) Election of Board members (if necessary)
- (h) Unfinished Business
- (i) New business
- (j) Adjournment

**2.10. Parliamentary Authority.** In the event of a dispute, the parliamentary authority for the meetings shall be the most current available edition of Roberts' Rules of Order.

### **ARTICLE III BOARD; SUBMISSION OF OFFICIAL BUSINESS**

**3.1. Number and Qualifications, Selection.** The Association shall be governed by a Board composed of seven (7) persons who shall be elected by ballot from among members of the Association. If a corporation is a member of the Association, any one of its officers, directors or stockholders may be elected to the Board, and partners of a partnership which is an owner may serve on the Board. If a Board member ceases to be qualified during his term, his place on the Board shall be deemed vacant. Only Members in Good Standing, as defined by these Bylaws, are eligible for election to the Board of Directors.

**3.2. Term of Office.** Board members shall serve a two (2) year term. The terms of all Board members elected at an annual meeting shall expire at the annual meeting two (2) years after they are elected. All Board members not removed by the membership shall hold office until their successors are selected and accept the position or attend their first Board meeting.

**3.3. Powers and Duties.** The Board shall have all of the powers and duties stated in the Declaration and the Washington Condominium Act, and all other applicable statutes.

**3.4. Association Manager.** The Board may employ an Association Manager to perform the duties authorized by the Board, but those duties shall not exceed the Board's authority as specified for the Board in the Declaration or these Bylaws.

**3.5. Nominations.** If a Board position is to become vacant at any annual meeting, the President may appoint a nominating committee to select a slate of candidates for the positions to be vacant, which shall be sent out with the notice of meeting. Nominations from the floor shall always be entertained at meetings of the Association at which elections occur.

**3.6. Vacancies.** Vacancies in the Board caused by reason other than the removal of a Board member by a vote of the Association shall be filled by an appointment voted on by a majority of the remaining Board members, even though they may constitute less than a quorum, and each person appointed by the Board to fill a vacancy shall serve out the remainder of the term of the Board member being replaced.

**3.7. Removal of Board Members.** At any regular or special meeting duly called, any one or more of the Board members who have been elected by the Association members or appointed by the board may be removed, with or without cause, by a majority of all the owners and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting of the Association at which he is to be removed. The Board, at its sole discretion, may remove a Board member in the event that member has three (3) consecutive absences from scheduled Board meetings without the Board having been notified of the absences in advance.

**3.8. Conflicts of Interest.** Nothing in the 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 Board members or any other corporation, firm, association, or entity in which one or more of its Board members are directors or officers or are financially interested, and 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 vote or written ballot by owners holding at least fifty-one percent (51%) of the voting power of the Association, excluding any interested Board members and the votes of the apartments of which they are owners, and the contract, employment, or transaction is fair and reasonable to the Association.



**3.9. Compensation.** No compensation shall be paid to Board members for their service on the Board. However, Board members may be reimbursed for reasonable expenses incurred related to Association business.

**3.10. Organization Meeting.** The first meeting of any newly selected Board shall either be held immediately following the meeting at which new Board members are elected or within ten (10) days of their selection. The time and place shall be fixed by agreement of the Board. No notice need be given in order to legally constitute such meeting, if a majority of the whole Board is present.

**3.11. Regular Meetings; Special Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least two such meetings shall be held during each fiscal year. Special meetings may be called by the President at any time, and shall be called by the President at the request of any two Board members.

**3.12 Notice and Waiver of Notice.** Board members shall be given notice of Board Meetings at least one day prior to such meeting which notice may be delivered personally, or by mail, telephone, or by electronic means. A Board member may at any time in writing waive notice of any meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**3.13 Quorum.** At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board.

**3.14 Official Business.** All official business submitted to the Board by other owners shall be transmitted in writing, emergencies excepted, and such written business shall be submitted to the Board through the Secretary if available, and the President if the Secretary is not available. The Board, if reasonably possible, shall answer in writing all matters so submitted to them within thirty (30) days after the next meeting of the Board.

**3.15. Actions Without a Meeting.** Any action required or which may be taken at a meeting of the Board or a committee may be taken without a meeting if a majority of the Board members or a majority of the members of the committee consent to the action to be taken in writing. E-mail communications are sufficient to satisfy the requirements of this section. Any action taken without a meeting shall be ratified at the next Board meeting and memorialized in the meeting minutes.

**3.16 Actions by Communications Equipment.** Any action required or which may be taken at a meeting of the Board or any committee may be taken by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time.

#### **ARTICLE IV OFFICERS**

**4.1. Designation.** The principal officers of the Association shall be a President, Vice-President/Rules Chair, Secretary, Treasurer, Buildings Chair, Grounds Chair, and Social Chair, all of whom shall be elected by and from the Board. The Board members may appoint an Assistant Treasurer and an Assistant Secretary and any other officers they deem necessary. Each officer shall have all those powers and duties normally associated with his office or specified by resolution of the Board or Association.

**4.2. Election of Officers.** The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

**4.3. Removal of Officers.** By vote of a majority of the members of the Board any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**4.4. President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board and shall have those other duties as are necessary from time to time.

**4.5. Vice-President/Rules Chair.** The Vice-President shall perform the duties of the President when the President is absent or unable to act. If at any time the Vice-President is unable to fulfill these duties, the President may appoint another Board member to fill this position temporarily. The Vice-President shall also act as the Rules Chair, and address any violations of the governing documents of the Association. The Vice-President/Rules Chair may also propose new or amended rules and regulations for adoption by the full Board.

**4.6. Secretary.** The Secretary shall keep the minutes of all meetings of the Association, including all Board meetings, annual meetings, and special meetings. The Secretary shall serve as the first repository for letters from the owners and shall cause such letters to be read at the Board meeting following receipt. Letters or portions of letters pertaining to personnel or containing derogatory remarks about anyone will not be read at open Board meetings.

**4.7 Treasurer.** The Treasurer shall have responsibility for Association funds and shall keep account of all receipts and disbursements in books belonging to the Association.

**4.8 Buildings Chair.** The Buildings Chair is responsible for overseeing the work of the Caretaker to ensure the Association's buildings are safe and well-maintained.

**4.9 Grounds Chair.** The Grounds Chair oversees the condition of the grounds, purchases and plans new areas for planting/landscaping and maintains uniformity in the overall appearance of the community. The Grounds Chair is responsible for maintenance of all trees, landscaping, and potted plants.

**4.10 Social Chair.** The Social Chair strives to develop and maintain a sense of community by organizing activities in which all Chambery Park residents are encouraged to participate.

**4.11. Employees.** Persons employed by the Association through the Board shall have authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

**4.12. Standard of Care.** Officers of the Association shall act on behalf of the Association. In the performance of their duties, officers of the Association are required to exercise ordinary and reasonable care.

## **ARTICLE V COMMITTEES**

A majority of the Board may designate and appoint committees to assist with Association business. If the committee shall have the authority of the Board, two (2) or more Board members must be appointed to the committee. If the committee will be advisory in nature, the committee shall consist of at least one (1) Board member who shall act as Chairman of said committee and shall have the authority to appoint any other Board members or owners/residents that the Chairman feels are necessary to the Committee. Committees created and appointed by the Board shall adhere to the limitations described in RCW 24.03.115.

## **ARTICLE VI INDEMNIFICATION**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she was a Board member, officer, employee or agent of the Association against expenses (including attorneys' fees). This indemnification shall be strictly limited to indemnify persons acting only in their capacities as Board member, officer, employee or agent of the Association.

**ARTICLE VII  
NOTICES**

Except as may otherwise be required by law or be specifically provided in the Declaration or these Bylaws, any notice to any owner, Mortgagee, Board member, or officer shall be delivered personally or deposited in the mail. The address for purposes of notice to an owner shall be designated or changed as provided in Section 1.6 of these Bylaws. Notice to be given to the Board may be given personally to the President or Secretary or mailed to the principal address of the Association.

**ARTICLE VIII  
SEVERABILITY**

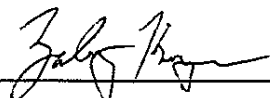
The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other portion or provision.

**ARTICLE IX  
AMENDMENTS**

These Bylaws may be amended by a vote of sixty percent (60%) of the voting power of all owners of apartments. A proposed amendment shall be submitted to the membership at a meeting of the membership as directed by the Board, or upon filing with the Secretary of a petition signed by at least twenty percent (20%) of the voting power of all the members of the Association, and if such submission is also approved by the Board. Amendments to paragraphs 1.7.2 and 1.7.3 of Article I of these Bylaws shall be effective only upon the written consent of all the voting owners and their respective mortgagees, deed of trust beneficiaries, and vendors.

*These Amended and Restated Bylaws shall take effect upon adoption and are intended to replace all previously adopted Bylaws of the Association.*

**Chambery Park Homeowners Association**

Signature: 

By: Zachary Kenyon (Print Name)

Its: President (Title)