

# **Bylaws of Point Richmond Ridge Homeowners' Association A Washington Nonprofit Corporation**

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# **Bylaws of Point Richmond Ridge Homeowners' Association A Washington Nonprofit Corporation**

## **1. OBJECTIVES AND DEFINITIONS**

### **1.1. Purpose.**

This Association was established to benefit Owners and to protect their investments. As set forth in the "Articles of Incorporation," the Association's primary purposes are to assure maintenance of common areas and to enforce the protective covenants within that certain plat which is governed by the "Articles of Incorporation" and "Maintenance & Protective Covenants" for Point Richmond Ridge recorded with the Secretary of State in Olympia, Washington under file No. 9712100528.

### **1.2. Assent.**

All present or future Owners, present or future tenants, or any other person using the facilities of the Property in any manner, including guests and employees, are subject to these Bylaws, the Articles of Incorporation, and Maintenance & Protective Covenants (hereafter referred to as M & P Covenants). The acquisition, rental, or occupancy of any Lot shall constitute assent to be bound by, and ratification of, these Bylaws.

### **1.3. Definitions.**

**1.3.1.** The terms used in these Bylaws shall have the same meaning as in the Articles of Incorporation and M & P Covenants, unless specifically indicated to the contrary.

**1.3.2.** Consistent with Article 12 of the Articles of Incorporation, any Owner of a lot within the Association boundaries is a Member of the Association. The terms "Member" of the organization or Association and "Owner" are considered to have the same meaning for purposes of these Bylaws.

**1.3.3.** The term "sightly", as used in the M & P Covenants and these Bylaws, is defined to mean: having a pleasing or attractive appearance which (a) is consistent with the appearance of the other homes in the Association when viewed from adjacent properties and from the street and (b) will not decrease other Owners' property values.

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## **2. MEMBERSHIP, VOTING AND MEETINGS OF THE ASSOCIATION**

### **2.1. Matters Governed by Declaration.**

Regarding various matters, including membership meetings and voting, reference is made to Article 12 of the Articles of Incorporation.

### **2.2. Meetings of Members.**

**2.2.1. Annual Meetings.** Annual membership meetings shall be conducted at the time and place directed by the Board of Directors. These meetings will be conducted in accordance with "Robert's Rules of Order" procedures.

**2.2.2. Special Meetings.** Special meetings of the Members may be called at any time by the President, by a majority of the Board, or upon written request by ten percent (10%; 9 of 83) of the lot Owners entitled to vote.

**2.2.3. Notice of Meetings.** As provided in the Articles of Incorporation, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary not less than fourteen (14) days and not more than sixty (60) days before such meeting, to each Owner, addressed to the Owner's address last appearing on the books of the Association,

in accordance with Paragraph 10.2 of these Bylaws. Such notice shall specify the purpose, place, day, and hour of the meeting.

**2.2.4. Quorum.** As defined in the Articles of Incorporation, the presence at a meeting of Members or proxies entitled to vote or cast ten percent (10%; 9 of 83 lot Owners) of the votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be ten percent (10%; 9 out of 83 lot Owners). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Alternatively, the Owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and the same ten percent (10%; 9 out of 83 lot Owners) quorum requirement shall apply to the reconvened meeting.

**2.2.5. Majority Vote.** A majority of the votes entitled to be cast by Owners present or represented by proxy at a meeting at which a quorum is present shall be necessary and sufficient for the adoption of any matter voted upon by Owners unless a greater proportion is required by the Articles of Incorporation or the M & P Covenants.

**2.2.6. Proxies.** Votes may be cast in person, by proxy, or by mail as stated in Paragraph 2.2.7. of these Bylaws. Proxies shall be in writing and the lot Owner's signatures must be witnessed by another voting Member, Notary Public, or acknowledged by a Board member. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof.

**2.2.7. Voting by Mail.** The Board may provide for voting of the Owners by mail with respect to any particular election of Directors or with respect to adoption of any proposed amendment of the Articles of Incorporation, or M & P Covenants, or Bylaws, or with respect to any other matter for which approval by Owners is required by the Articles of Incorporation, or M & P Covenants, or Bylaws, in accordance with the following procedure:

(a) In case of election of Directors by mail, the existing Directors shall advise the Secretary in writing of the names of proposed Directors and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary, within five (5) days after such advice is given, shall cause to be mailed a written notice of the number of Directors to be elected and of the names of the Board's nominees to all Owners. The notice shall state that any Owner may nominate an additional candidate or candidates, not to exceed the number of Directors to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is mailed by the Secretary. Within five (5) days after such specified date the Secretary shall cause to be mailed written notice to all Owners, stating the following: (1) the number of Director positions to be filled, (2) the names of all persons nominated by the Board and by the Owners on or before said specified date, (3) that each Owner may cast a vote by mail, and (4) the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. Votes shall be counted by the Secretary and witnessed by a Board member, with the results entered in Board minutes consistent with the provisions of Bylaw Paragraph 5.6. All persons elected as Directors pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall mail written notice to all Owners which notice shall (1) include a proposed written resolution setting forth a description of the proposed action; (2) state that the Owners are entitled to vote by mail for or against such proposal, and stating a date not less than

20 days after the date such notice shall have been mailed, on or before which all votes must be received; and (3) state that votes must be sent to the address of the Association specified on the notice and ballot. Votes received after the specified date shall not be counted. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater voting requirement is established by the Articles of Incorporation, M & P Covenants, or Bylaws for the matter in question.

- (c) Hand delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Bylaw Paragraph 2.2.7.
- (d) For purposes of a vote by mail, quorum requirements shall be deemed satisfied based on the number of ballots timely submitted. If a sufficient number of ballots are not received by the Association by the required date to either constitute a quorum, or to approve a proposal, the Board may extend the date for solicitation of ballots on further notice to all Owners of not less than ten (10) days and no more than thirty (30) days of the new date for counting of ballots. In that event all ballots previously cast on the proposal shall be counted. No such vote may be extended by more than a total of sixty (60) days.

**2.2.8. Order of Business.** The order of business at all meetings of the Owners of Lots shall be conducted in accordance with Robert's Rules of Order and shall be as follows, unless dispensed with by motion:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

### **2.3. Suspension of Membership.**

During any period in which an Owner shall be in default in the payment of any assessment levied by the Association, the voting rights of said Owner may be suspended by the Board until such assessment has been paid. An Owner's voting rights may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days, for violation of any provision of the Articles of Incorporation, M & P Covenants, Bylaws, or the rules and regulations established by the Board. In the event voting rights of an Owner are suspended, that Owner's vote(s) shall not be counted for any purpose, including establishment of a quorum and whether any required majority or supermajority has been achieved.

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## **3. BOARD OF DIRECTORS**

### **3.1. In General.**

The operation of the Association shall be governed by a Board of Directors composed of at least three (3), but not more than five (5) Members (Owners). The Board's powers are set forth in Article 11 of the Articles of Incorporation.

### **3.2. Elections, Terms, Vacancies, Additional Provisions Regarding Board.**

- 3.2.1. Terms of Office.** At each annual meeting, the Owners shall elect or reelect Directors for the next three (3) year terms. To maintain continuity, the Board members will be elected in classes for the three (3) year terms, with one or two members elected each year. Beginning in 2020, two members shall be elected in 2020, two members in 2021, and one member in 2022. The sequence will repeat in subsequent years.
- 3.2.2. Nominations.** If the Board election is to be held at an annual or special meeting called for the purpose of electing Directors, nominations for election to the Board may be made (1) prior to and (2) from the floor at the meeting. In the event of voting by mail, nominations for Director will follow the procedure defined in paragraph 2.2.7 (a), in which case nominations will only be taken prior to issuance of the ballot.
- 3.2.3. Elections.** Election to the Board shall be by secret written ballot.
- 3.2.4. Vacancies.** Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall serve the balance of the unexpired term of the Director whose position was vacated.
- 3.2.5. Removals.** Any Director may be removed from the Board, with or without cause, by a vote of a majority of all Owners in the Association. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Directors and shall serve for the balance of the unexpired term of the Director whose position was vacated.

### **3.3. Meetings of the Board.**

- 3.3.1. Organizational Meeting.** The first meeting of a newly elected Board shall be held no later than four (4) weeks following the annual meeting of the Association.
- 3.3.2. Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors. At least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director in person, by mail, or electronically (Email, telephone) at least three days prior to the day named for such meeting.
- 3.3.3. Special Meetings.** Special meetings of the Board may be called by the President with three (3) days 'prior notice to each Director, in person, by mail, or electronically (Email, telephone). The notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and notice on the written request of at least two (2) Directors.
- 3.3.4. Waiver of Notice.** Before, at, or after any meeting of the Board, any Director may in writing or electronically (telephone, Email) waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by that Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.
- 3.3.5. Actions Taken Without Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining approval of the majority of the Directors in writing or by Email. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- 3.3.6. Quorum.** At all meetings of the Board, a majority of the Board members, no fewer than three (3), shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which quorum is present shall be the acts

of the Board. If, at any meeting of the Board less than a quorum is present, the majority of those present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Attendance at any meeting of the Board may be in person, by teleconference, or by videoconference.

**3.3.7. Compensation.** No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in performance of that Director's duties.

**3.3.8. Open Meeting.** Any Member (Owner) of the Association or voting representative may attend, as an observer, any meeting of the Board; and may, on invitation of the Board, participate in the discussion. If a Member plans to submit an item and participate in the discussion at a Board meeting, that Member shall notify the Secretary in writing at least two (2) weeks prior to the meeting for inclusion on the agenda.

**3.3.9. Minutes.** Consistent with the provisions of Bylaw Paragraph 4.2.4 and 5.6, the Secretary or other designated officer, shall keep a permanent written record, in the form of official meeting minutes, of all official business.

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## **4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

### **4.1. Powers.**

The Board of Directors shall have the power to do the following:

- 4.1.1.** Take any and all actions necessary to comply with and enforce the provisions and requirements of the M & P Covenants, the Articles of Incorporation, and these Bylaws.
- 4.1.2.** Take any and all actions necessary to comply with the requirements of governmental authorities and regulations.
- 4.1.3.** Establish rules and regulations governing the Owners and their guests, and to establish penalties for the infraction thereof.
- 4.1.4.** Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the M & P Covenants.
- 4.1.5.** Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board or upon the resignation or removal of such Director.
- 4.1.6.** Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

### **4.2. Duties.**

It shall be the responsibility of the Board to do the following:

- 4.2.1.** Perform any and all duties necessary to comply with the provisions and requirements of the M & P Covenants, the Articles of Incorporation, these Bylaws, and applicable government laws and regulations.
- 4.2.2.** Ensure all applicable governmental taxes, fees, and assessments are paid as appropriate.
- 4.2.3.** Ensure the Common Areas, landscaping, roads, storm-sewer system, entry signs, and rights-of-way are maintained as provided in the M & P Covenants.



- 4.2.4.** Maintain a complete written and/or electronic record of all its acts and corporate affairs and to present a statement thereof to the Owners of the Association at the annual meeting of the Members (Owners).
- 4.2.5.** Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed.
- 4.2.6.** Fix, levy and collect assessments as provided in the Articles of Incorporation and M & P Covenants, as detailed in Paragraph 7.12 of these Bylaws.
- 4.2.7.** Issue, or cause a designated officer or agent to issue, upon demand by any person or entity, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- 4.2.8.** Ensure the expenses relating to the Common Areas are paid as appropriate.
- 4.2.9.** Obtain insurance, as it may deem appropriate.
- 4.2.10.** Ensure all officers or employees having fiscal responsibilities are bonded, as it may deem appropriate.

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## **5. OFFICERS**

### **5.1. Designation.**

The officers of the Association shall be a President, a Vice-President, a Secretary, an ACC Liaison, and a Treasurer. Consistent with Bylaw Paragraphs 3.1 and 5.6, the Board shall at all times be comprised of at least three (3) Owners (Members).

### **5.2. Election of Officers.**

The officers of the Association shall be elected annually by the Board at the Organization Meeting of each new Board. Officers shall serve at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. To avoid conflicts of interest, the Treasurer may not be from the same household as any other Board member. The office of Vice-President need not be filled. The Board may elect officers from among its members.

### **5.3. Removal of Officers.**

Upon an affirmative vote of a majority, no fewer than three (3), of the members of the Board, any officer may be removed, with or without cause, and his or her successor elected at any regular or special meeting of the Board called for such purpose.

### **5.4. President.**

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may, at their discretion, decide if appropriate to assist in the conduct of the affairs of the Association. The President shall develop the agenda for meetings of the Board. The President shall also write and mail the newsletters sent periodically to lot owners and residents. As it pertains to issues related to the Point Richmond Ridge Homeowners' Association Board, the President shall handle communication with outside entities, including execution of contracts for services.

### **5.5. Vice President.**

A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his or her inability for any reason to exercise such powers and functions or perform such duties. The Vice President shall also support the President in performing the functions of President and work on special projects or programs as directed by the President.

#### **5.6. Secretary.**

The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he or she shall have charge of such books and papers as the Board may direct; and he or she shall in general perform all the duties incident to the office of Secretary.

#### **5.7. Treasurer.**

The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association while liaising with any outside financial or management agency approved by the Board. He or she shall be responsible for oversight of the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer may compile and maintain a complete list of Owners and their registered mailing addresses. Such list shall also show the number of the Lot owned by such Owner. Such list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

#### **5.8. ACC Liaison.**

The liaison to the Architectural Control Committee (ACC) is responsible for coordinating and supporting the activities of the ACC. The ACC liaison shall recruit standing members of the ACC so that it represents the community as a whole. He or she shall solicit providers for services to the Association; develop, review, and recommend contracted services. and shall oversee the quality of contractors 'services. The recommended contracts shall be submitted for approval to the Board prior to execution. Approved contracts shall be executed by the Association President as defined in Paragraph 5.4 of these Bylaws. The ACC Liaison shall verify satisfactory completion of contractors 'services and submit invoices for payment to Association contractors upon completion of work.

The ACC Liaison shall also communicate with individual homeowners regarding disputes and/or the interpretation of the governing documents of the Point Richmond Ridge Homeowners 'Association. Under the supervision of the Board, he or she shall develop, review, update, and execute Association standard "Violation Letters" as required for violations of the Association's M & P Covenants and Bylaws. As it pertains to issues related specifically to the ACC, the ACC Liaison may communicate with outside entities.

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### **6. COMMITTEES**

#### **6.1. Committees of Directors.**

The Board may appoint one or more committees that consist exclusively of one or more Directors. Such committees shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association; but the appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Property.

#### **6.2. Other Committees.**

Other committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by the President or the Directors, as they deem appropriate.

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## **7. OBLIGATIONS OF OWNERS**

### **7.1. Compliance with Covenants, Bylaws, and Administrative Rules and Regulations.**

Each Owner shall comply strictly with the M & P Covenants, with these Bylaws, and with the administrative rules and regulations adopted pursuant thereto, as they may be lawfully amended. Each Owner shall comply with the covenants, conditions, and restrictions set forth in the deed to their lot. Owners are responsible for compliance by their renters and visitors.

### **7.2. Common Area Tracts A-J and Green Belts.**

The maintenance and preservation of the Common Areas (including the greenbelts or open spaces) is the responsibility of the Association. For this reason, Owners shall not do any of the following within the Common Area Tracts A-J: use an area for storage; burn items; dump garbage or refuse; cultivate; perform construction of any kind; or remove vegetation. Any requests for exemptions shall be made to the Architectural Control Committee. The Common Areas, greenbelts, and open spaces are indicated on the drawings of Point Richmond Ridge that are filed with Pierce County and identified as Tracts A-J.

### **7.3. Use of Common Areas.**

Each Owner shall use their Property in accordance with the purpose for which it was intended without hindering or encroaching upon the lawful rights of the other Owners. The private streets are part of the Common Areas and are subject to the Washington State Licensing Requirements. Hence, unlicensed ATV's, Scooters, Go-Karts, golf carts, or any other motorized units which would be subject to Washington State Licensing Requirements are not allowed on the streets. Owners in violation of this policy will receive a formal letter assessing a fine in accordance with Bylaws Paragraph 7.11.3.

### **7.4. Control of Animals.**

All animals must be kept to minimize excessive noise and/or threat to others; otherwise, they shall be considered a nuisance according to the terms of these Bylaws. The Board may require the removal of any animal(s) it determines to be a nuisance. Pets must be accompanied by their owners and kept on a leash when outside of an enclosed area. Any defecation from the animal(s) must be cleaned up immediately. In accordance with M & P Covenant 10c, no livestock may be kept within Point Richmond Ridge. The term "Livestock" as used in the M & P Covenants, is interpreted to include both "livestock" and "poultry" by the Pierce County definitions.

### **7.5. Dumping.**

There shall be no dumping of refuse of any kind on the community spaces including any empty lots, lots for sale, vacant lots, or in the areas already designated as Common Areas. Dumping includes any trash, yard debris or clippings, building materials, or animal feces.

### **7.6. Complaints, Comments, and Appeals.**

Complaints, comments, and appeals may be directed to any Board member in writing, either by mail to the Board's address or by electronic communication (e.g., Email).

### **7.7. Use of Fireworks.**

Owners, renters, and their guests are permitted to discharge legal fireworks in Point Richmond Ridge between the hours of 9:00 AM on July 4th and 12:00 AM on July 5th, as well as between the hours of 11:30 PM on December 31st and 12:30 AM on January 1st. Discharging illegal fireworks is prohibited. All debris from the discharge of fireworks must be removed within twenty-four (24) hours of their discharge. It is the responsibility of the Owner to ensure removal of the debris created by any fireworks. If the property is rented, it is still the Owner's responsibility to ensure their renter removes the debris. The cost to remove any debris that remains beyond twenty-four (24) hours from the time of discharge shall be charged to the Owner or renter should professional cleanup be required. Owners in violation of this policy will receive a formal letter assessing

a fine in accordance with Bylaw Paragraph 7.11.3. as well as a bill for any applicable costs related to the cleanup of debris.

## **7.8. Construction Plans Requiring ACC Approval.**

- 7.8.1.** The M & P Covenants for Point Richmond Ridge state the following in Covenant 12: "No dwelling or accessory structure shall be constructed or placed, nor shall construction of the same begin, on any Point Richmond Ridge lot, without prior approval of the ACC."
- 7.8.2.** 'Accessory structure' shall be defined, for the purpose of these Bylaws, as any structure or building that is visible from adjacent property and shall specifically include the following: extensions to existing dwellings, garden/storage sheds or workshops, garages and carports, decks, gazebos, greenhouses, structural walls (greater than two (2) feet in height), permanent playground equipment, unscreened pet homes and fences, and any other structure that could potentially detract from the appearance of the neighborhood and therefore from the value of Owners' properties.
- 7.8.3.** Landscape items, located in side- and back-yards, such as arbors, trellises, potting tables, swings, and temporary playground equipment are exempt.
- 7.8.4.** All new fences, including deer fences, and major modifications in design of existing fences shall require approval of the ACC. In general, a fence shall comply with M & P Covenant 9g with respect to setback and location requirements. Where there is no dwelling, such as an open corner, fences shall not enclose or encroach on the fifteen (15) foot Utilities Easements on either side of the Tract A roads. Fences shall not obscure the visibility of roadway signs and sightlines required for safe operation of vehicles on neighborhood streets and driveways.
- 7.8.5.** In accordance with state regulations, solar panels are permitted with ACC approval. The locations and types of solar panels shall not detract from the appearance of the neighborhood.
- 7.8.6.** In accordance with state regulations, flags and flagpoles are permitted. The location and type of flagpole shall not detract from the appearance of the neighborhood.

## **7.9. Lot Maintenance.**

- 7.9.1.** M & P Covenant 4 states: "The purpose of these Covenants is to secure and protect future Owners, and their investments in Point Richmond Ridge lots and improvements, in accord with the common plan expressed by these instruments."
- 7.9.2.** M & P Covenant 9c states: "The work of constructing, reconstructing, or renovating a dwelling or any accessory building or structure shall be prosecuted diligently and continuously from commencement through full completion. All new structures shall be completed as to external appearance, including finish painting, within eight (8) months from the date of commencement of construction." Additionally, when repainting an existing structure such as a house or shed, the painting process from commencement through completion shall take no longer than ninety (90) days.
- 7.9.3.** M & P Covenant 10a states: "Yards shall be maintained in good and sightly condition." The term "sightly" is defined in Bylaw Paragraph 1.3.3 for the purposes of this provision. Specific expectations are defined in Bylaw Paragraph 7.9.5.
- 7.9.4.** M & P Covenant 10a also states: "Garbage and rubbish shall not be allowed to accumulate, but shall be kept in sanitary containers, maintained out of sight of neighbors and users of abutting roads except on collection days." Yard waste and recycling containers shall be treated in the same manner as garbage containers. For the purposes of this provision, the term "out of sight" shall mean that a good-faith effort has been made to screen waste containers from the view of neighboring properties and streets.

**7.9.5.** The ACC establishes that all grass must be mowed, trimmed, and weeded. These tasks must be done on a reasonably regular schedule to make the areas blend with those of other homes in the neighborhood. Landscapes other than grass areas, such as flower beds, shrubbery/tree areas and 'natural' foliage areas, including all graveled paths, walks, parking and front borders, shall be also maintained such that weeds are minimally, or not, visible to those on adjacent properties or from the streets.

**7.9.6.** In accordance with and in addition to Point Richmond Ridge M & P Covenant 10b, owners or renters may keep recreational vehicles (campers, motor homes, travel trailers, fifth-wheels, boats, boat trailers, all-terrain vehicles, off-road vehicles, motorcycles, etc.) and utility trailers stored within garages or otherwise screened from view by neighbors and users of abutting roads, except during short durations of active use, loading/unloading, cleaning, preparation, etc., when they may be kept in view for no more than three (3) days. Such permission is for the purpose of storage, not occupancy.

A recreational vehicle shall be considered adequately “screened from view” from the street if concealed by a standard 6-foot fence and from the side if the difference between the RV height (roof line) and the height of the screening surface (ACC-approved fence, lattice, or natural vegetation) represents visible exposure of no more than five feet. The length of the screen shall be no less than the overall length of the RV body.

Recreational vehicles (campers, motor homes, travel trailers, fifth wheels, etc.) of visitors may be parked in view on the Owner’s property, with proper consideration for neighboring homes and safety, not to exceed two (2) weeks. In addition, the ACC must be notified, and approval granted by the ACC for any temporary parking/storage of vehicles exceeding these limitations.

All vehicles at all times must be parked/stored so as to not impede access of emergency vehicles, service vehicles, and normal traffic and must not create any potential safety hazard for any vehicle traffic on any roads, including visibility of children who may be present.

Owners and renters shall keep all vehicles, other than those described above, parked in their garages or on paved driveways and in such a way as to maintain them parked in a sightly fashion as viewed by neighboring homes and abutting roads. Owners and their guests may temporarily park in the roadway for no more than two (2) days unless the Owner or guest has been granted permission from the ACC for a longer period of time.

Under no circumstances may semi-trailers (dry box or flat) or semi-tractors be stored in Point Richmond Ridge.

**7.9.7.** Landscape materials, tools, and equipment shall be maintained in a safe manner, out of sight except when being used. Bulk materials used for landscaping may only be stored for up to sixty (60) days in places visible to neighbors and must be maintained in a sightly and safe manner during that time.

**7.9.8.** Landscape materials shall be installed and maintained so as to prevent growth/spillage off the Owners 'property and in such a way so as to prevent obscuring the visibility of roadway signs and sightlines required for safe operation of vehicles upon neighborhood streets and driveways.

**7.9.9.** Landscape construction and installation shall be performed diligently and continuously from commencement through completion and shall not exceed one hundred eighty (180) days.

**7.9.10.** Holiday decorations shall be removed from homes and yards within a reasonable time, but in no case later than twenty-eight (28) days following the recognized holiday.

**7.9.11.** Dwellings, garages, sheds, other buildings, fences, trellises, and other landscape structures shall be maintained in a safe and sightly manner, including the removal of mold/mildew/moss. Adequate actions are to be taken to prevent the accumulation of mold/mildew/moss on all structures.

**7.9.12.** Paint/stain/other exterior finishes and rooftop materials must be maintained to deter failure of building materials, exposure of raw building materials, and other potential structural damage and must not detract from the appearance of the structures. Cedar fences are not required to be painted or stained; however, they must meet the applicable M & P Covenants and Bylaws and must be kept in good repair with attractive appearance.

**7.9.13.** Extreme care shall be taken at all times to avoid chemical and oil spills on the development lots and street rights-of-way. Cleanup of any such spills will be the responsibility of the Owner. In the event that professional services are required to properly clean up the spill(s), the Owner is liable for all applicable costs.

**7.9.14.** In the interest of safety, portable sports devices, such as basketball goals, soccer goals, and similar equipment, that are not actively in use shall be kept at least fifteen (15) feet away from the street.

**7.9.15.** Exceptions to the above requirements require specific ACC approval.

#### **7.10. Good Neighbor Guideline.**

In an effort to encourage courteous conduct in the neighborhood, it is a requirement that any and all equipment that emits loud noise that would disturb your neighbors, to include chainsaws, lawnmowers, table saws, etc., should only be operated between the hours of 7:30 AM and 10:00 PM. Use of generators will be allowed during hours of power outages. Owners in violation of this policy will receive a formal letter assessing a fine in accordance with Bylaws Paragraph 7.11.3.

#### **7.11. Comply with the following fines and penalties.**

**7.11.1.** Owners have thirty (30) days from the invoice date in which to pay Association Dues. In the event an Owner fails to pay Association Dues within the allotted timeframe, the following will apply: (1) for the first thirty (30) days that dues are unpaid, a penalty of \$25.00 (twenty-five dollars) will be assessed; (2) for each succeeding thirty (30) days that dues remain unpaid, an additional penalty of \$25.00 will be added to the dues until they are paid in full. Administrative fees incurred by the Association in collection of the dues shall be added to the balance due from the Owner.

**7.11.2.** For Owners in violation of any of the M & P Covenants or Bylaws Paragraph 7.10, and for which informal methods fail to remedy the violation, this formal process shall be followed:

- (a) A (certified and/or non-certified) Formal Notification of Violation letter shall be sent via United States Postal Service (USPS) to the recorded address of the Owner informing the Owner of the violation and requesting that action be taken to remedy the violation.
- (b) The letter will specify the nature of the violation and associated Articles, Bylaws, and/or M & P Covenants violated.
- (c) The letter will specify that the Owner has thirty (30) days from the date of the letter to take corrective action according to Paragraph 7.11.2d.
- (d) Actions that will be considered by the Board and the ACC as demonstration of a "good faith" effort to remedy the violation(s) are:
  - i. The Owner brings the violation into full compliance;

- ii. The Owner delivers (personal-hand, USPS, or electronically) a formal written request for a variance;
  - iii. The Owner delivers (personal-hand, USPS, or electronically) a formal written and acceptable timed plan for bringing the violation(s) into compliance;
  - iv. The Owner delivers (personal-hand, USPS, or electronically) a formal written request for an extension that provides acceptable reason(s) and/or extenuating, uncontrollable circumstances supporting the request;
  - v. The Owner delivers (personal-hand, USPS, or electronically) a formal written request for meeting with the Board and/or ACC.
- (e) If after the first thirty (30) day period following issuance of the Formal Notification, the Owner has failed to act, the Owner will be assessed a \$125.00 (one hundred twenty-five dollars) fine.
  - (f) If, after a sixty (60) day period following issuance of the Formal Notification, the Owner has failed to act, an additional \$250.00 (two hundred fifty dollars) fine will be assessed.
  - (g) If, after a ninety (90) day period following issuance of the Formal Notification, the Owner has failed to act, an additional fine of \$500.00 (five hundred dollars) will be assessed.
  - (h) A late penalty of \$25.00 (twenty-five dollars) shall be added to the assessment for each additional 30 day period during which the balance due remains unpaid until the violation(s) is/are remedied and brought into full compliance and all fines, fees, and expenses have been paid in full. Administrative fees incurred by the Association in collection of the assessments shall be added to the balance due from the Owner. Interest due on the assessment shall be considered to be included within the \$25.00 late penalty.
  - (i) For a violation to be considered resolved, the same Covenant or Bylaw violation may not recur for at least ninety (90) days following the implementation of the agreed remedy and return to full compliance. If the same violation recurs during this period, the violation shall be deemed to be unresolved and the enforcement process shall resume at the next step in the procedure outlined in 7.11.2 (a) through (h).

**7.11.3.** Owners in violation of Paragraphs 7.3, 7.7, and 7.10 of these Bylaws will receive a formal "Notice of Violation" letter with an immediate fine of \$25.00 (twenty-five dollars). Upon each repeat of the same violation, the Owner will receive an additional fine of \$25.00 (twenty-five dollars) (i.e., the second violation will be \$50.00, the third violation will be \$75.00, and so on).

**7.11.4.** When fines or penalties exceed \$1,000.00 (one thousand dollars) or remain unpaid and unresolved for more than one (1) year, additional, legal collection actions may be initiated by the Board of Directors. Collection actions may include placing a lien against the Owner's property and, in extreme cases, may include foreclosure. The amount of a lien would include all fees, penalties, and interest assessed; legal fees; filing fees; and any other costs incurred by the Association in collecting the debt.

## **7.12. Appeal of fines and penalties.**

Owners may appeal fines or penalties by outlining their appeal to the Board in writing following the procedure in Paragraph 7.6 of these Bylaws.

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## **8. AMENDMENTS AND CONFLICTS**

## **8.1. Amendments.**

### **8.1.1. Amendment by the Board.**

The Bylaws may be amended at any time by majority vote of the Board.

### **8.1.2. Request for Amendment by Owners.**

Any lot Owner or Owners who desire(s) that these Bylaws be amended may propose amendments to the Board. A majority of the Directors may cause a proposed amendment to be submitted to the Owners of the Association for their consideration. If an amendment is proposed by owners of twenty percent (20%) or more of the Lots (17 out of 83 lot Owners), then irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the Owners of the Association for consideration at the next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted by majority vote (42 of 83 Owners) at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all persons (including Mortgagors) entitled to receive notice of a meeting of the Association.

### **8.1.3. Bylaws to Remain Consistent with Articles of Incorporation and M & P Covenants.**

These Bylaws may not be amended to render them inconsistent with the Articles of Incorporation and the M & P Covenants.

## **8.2. Conflicts.**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall govern; and in the case of any conflict between the M & P Covenants and these Bylaws, the M & P Covenants shall govern.

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## **9. MORTGAGES**

### **9.1. Notice to Association.**

(Deleted)

### **9.2. Notice of Unpaid Assessments.**

The Association shall, at the request of a Mortgagor of a Lot, report any unpaid assessments due from the owner of such Lot.

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## **10. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES**

### **10.1. Proof of Ownership.**

Any person or persons on becoming an Owner of a lot shall furnish to the Managing Agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association.

### **10.2. Registration of Mailing Address.**

The Owner of each lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address shall be furnished by such Owner to the Treasurer within five (5) days after transfer of title or if the lot is rented by the Owner; such registration shall be in written



form and signed by all of the Persons constituting such Owner or by such Persons as are authorized by law to represent the interests of all such persons. If no such address is registered or if all the owners cannot agree, then the address of the Lot shall be the registered address for all purposes of this section. Registered addresses may be changed from time to time by a similar designation.

### **10.3. Condition to Voting Right.**

The requirements contained in this Section shall be first met before an Owner of a lot shall be deemed in good standing and entitled to vote at any annual or special meeting of Owners, and the vote of any such owner shall not be counted for any purpose, including for the purpose of determining whether any quorum, majority or supermajority requirement has been satisfied.

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## **11. CONFLICT WITH DECLARATION OR LAW**

These Bylaws are intended to comply with and supplement the requirements of RCW 24.03 and the M & P Covenants. If any of these Bylaws conflict with the provisions of said statute or M & P Covenants, the provision of the statute and M & P Covenants shall govern.

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The foregoing Bylaws have been adopted by the Board of Directors of the Point Richmond Ridge Homeowners' Association.

DATED: 13 November 2024

By:

A handwritten signature in blue ink, appearing to read "Steven A. Treese", written over a horizontal line.

Steven A. Treese, President