

RETURN ADDRESS

Timberlane Lodge Inc  
PO Box 334  
Skykomish, Wa 98288



Please print neatly or type information

**Document Title(s)**

Bylaws for Timberlane Lodge Inc Dated 7-2-96  
Article IV Amended 11-6-99

**Reference Numbers(s) of related documents**

Additional Reference #'s on page \_\_\_\_

**Grantor(s)** (Last, First and Middle Initial)

Timberlane Lodge Inc

Additional grantors on page \_\_\_\_

**Grantee(s)** (Last, First and Middle Initial)

Timberlane Lodge Inc.

Additional grantees on page \_\_\_\_

**Legal Description** (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)

Portions of Gov Lot 9, Section 25, Township 26 NR 12 E W M and Lot 3, Section 30,  
Township 26 NR 12 E W M. and East 1/2 Southwest Section 30, Township 26  
NR 12 E W M King Co, WA.

Additional legal is on page \_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

Additional parcel #'s on page \_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

20000628000548

BY LAWS FOR TIMBERLANE LODGE, INC.

TABLE OF CONTENTS

20000628000548

	Page
ARTICLE 1	
Section 1.1 Corporation .....	01
Section 1.2 Definitions .....	01
Section 1.3 Limitations of Bylaws. ....	02
ARTICLE 2	
Section 2.1 Membership.....	03
Section 2.2 Transfer of Ownership. ....	03
Section 2.3 Voting Rights .....	03
Section 2.4 Temporary Suspension of Voting Rights .....	03
ARTICLE 3	
Section 3.1 Meetings .....	04
Section 3.2 General Meetings of the Membership.....	04
Section 3.3 Special Meetings of the Membership.....	04
Section 3.4 Board Meetings .....	04
Section 3.5 Quorum.....	04
ARTICLE 4	
Section 4.1 Management.....	06
Section 4.2 Board of Directors ....	06
Section 4.3 Officers of the Corporation.....	09
Section 4.4 Compensation .....	11
Section 4.5 Liability .....	12
Section 4.6 Indemnification.....	12
Section 4.7 Amendments.....	12
ARTICLE 5	
Section 5.0 General ..	13
Section 5.1 General Membership Rules.....	13
Section 5.2 Use of Community Facilities.....	13
Section 5.3 Firearms. ....	14
Section 5.4 Vehicles; Trailers and Motorhomes.....	14
Section 5.5 Animals.....	15
Section 5.6 Antennas ..	15
Section 5.7 Water System .....	15
Section 5.8 Enforcement .....	15
Section 5.9 Document Inspection. ....	15

BY LAWS FOR TIMBERLANE LODGE, INC.

TABLE OF CONTENTS

	Page
ARTICLE 6	
Section 6.0 Grievances .....	17
Section 6.1 Grievances Involving TLV .....	17
ARTICLE 7	
Section 7.0 Future Planning .....	18
Section 7.1 Recommendations for Water System.....	18
Section 7.2 Common Area Planning .....	18
ARTICLE 8	
Section 8.1 Term .....	19
Section 8.2 Amendments to the Bylaws .....	19
Section 8.3 Severability .....	19
Section 8.4 Acknowledgment....	19

20000628000548

BYLAWS FOR TIMBERLANE LODGE, INC.

ARTICLE I

20000628000548  
1.1 CORPORATION. Timberlane Lodge, Inc (TLV) is a nonprofit Washington State Corporation established for the collective benefit of the owners within Timberlane Village ("the TLV Subdivision"), King County, Washington State and charged with the duties and vested with the powers prescribed by law and those set forth in the following Bylaws

1.1.1 CORPORATION DOCUMENTS. The Corporation Documents consist of A. Plat of TLV Subdivision and Dedication Document; B. Articles or Incorporation; C Restrictive Covenants; D Bylaws and Amendments, E. Rules and Regulations, F Board Resolutions and Minutes, G General and Special Membership Meeting Minutes

1.2 DEFINITIONS.

1.2.1 ARCHITECTURAL REVIEW COMMITTEE consists of five (5) persons appointed by the Board of Directors to administer the pertinent rules and regulations established by these Articles and the Restrictive Covenants. The chairman shall be the Vice President of TLV

1.2.2 ASSESSMENTS shall mean all assessments of the TLV, including both regular and special assessments.

1.2.3 BOARD shall mean Board of Directors elected by the members of TLV to represent them for the operation and management of the Corporation

1.2.4 BYLAWS shall mean the Bylaws of the Timberlane Lodge, Inc which have been or shall be adopted by the membership as may be amended from time-to-time

1.2.5 COMMON AREA shall mean any portion of the TLV Subdivision designated as a Common Area for the primary benefit of the owners of lots within the subdivision, to be owned in common by the owners or by the non-profit corporation in which all owners shall be entitled to membership

1.2.6 CORPORATION means Timberlane Lodge, Inc

1.2.7 CORPORATION PROPERTY shall mean all real and personal property now or hereafter owned by or leased or optioned to the Timberlane Lodge, Inc

1.2.8 COVENANTS shall mean the present Restrictive Covenants contained in the instrument dated June 6, 1968, recorded June 25, 1968, under auditor's file #6367202, page 46, 47, and 48, Volume 86, records of King County, Washington

20000628000548

1.2.9 LANDSCAPING shall mean site improvement through planting or other means that will enhance the appearance of both the lot and the house upon it

1.2.10 LOT shall mean that area, parcel, place or subdivision of real property intended for the development of a residential unit located within the TLV Subdivision which is specifically detailed or shown on the official Plat thereof, and designated by number.

1.2.11 TLV shall mean the Timberlane Lodge, Inc , a non-profit Washington corporation

1.2.12 TLV SUBDIVISION shall mean the subdivision that includes all that certain real property identified and described in the plat of T.L V , the dedication document recorded June 25, 1968, File #6367202, Volume 86, page 46-47-48, King County, Washington and the Articles of Incorporation of Timberlane Lodge, Inc.

1.2.13 MEMBER shall mean any person who is a member of the Timberlane Lodge, Inc. by virtue of lot ownership

1.2.14 NOTICES. Any notice required to be sent to any member or owner under the provisions of these declarations shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the corporation at the time of such mailing. Owners are responsible for notifying TLV of change of address

1.2.15 OWNER shall mean (1) the person or persons or the other legal entity or entities holding a fee simple interest in a lot, or (2) a contract purchaser of a lot.

1.2.16 RESTRICTIONS shall mean the restrictions in the dedication of Plat of T L V.

1.3 LIMITATIONS OF BYLAWS. The Articles, Bylaws or regulations contained herein shall not, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with either the Restrictive Covenants or restrictions set out in the Plat of T L V., King County, Washington

ARTICLE II

2.1 MEMBERSHIP. Each owner of a lot within the TLV Subdivision by virtue of being such an owner and for so long as he (she or other legal entity) is such an owner shall be deemed to be a member of the Timberlane Lodge, Inc. Each owner shall be subject to the Articles of Incorporation, Restrictive Covenants, Bylaws, and rules and regulations, as originally constituted or amended thereafter

2.2 TRANSFER OF OWNERSHIP. Membership in TLV shall be appurtenant to said lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said lot, and then only to the transferee of said lot. Any transfer of title of said lot shall operate automatically to transfer said membership to the new owner thereof

2.3 VOTING RIGHTS. TLV shall have one class of voting rights. All owners within the TLV Subdivision shall be entitled to one vote for each lot owned. The owner of each lot may, by written notice to the Board prior to the meeting of the membership, designate a person (who need not be an owner) to exercise the vote for such lot(s). Proxies are valid for meeting in question only. Such designation may be revocable at any time by notice to the Board. Such power of designation and revocation may be exercised by the guardian of an owner's estate or by the conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an owner's estate by his personal representative, executor or administrator where the latter's interest in said property is subject to administration in his estate

2.3.1 VOTES. The vote for each lot shall, if at all, be cast as a unit, and fractional votes shall be allowed on lots divided by the community only. In the event joint owners are unable to agree among themselves as to how their vote or votes will be cast, they shall lose their right to vote. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or she was acting with the authority and consent of all owners of the same lot.

2.4 TEMPORARY SUSPENSION OF VOTING RIGHTS. Expulsion of members from TLV or cancellation of voting rights is not permitted, but a member's voting right shall be temporarily suspended during any period for which any dues, assessments or interests is in arrears for a period of sixty (60) days or more and then only for the period that these amounts remain unpaid. Suspension is automatic without vote of the Board as recorded by the Secretary.

200062800548

ARTICLE III

3.1 MEETINGS. Meetings of the TLV shall consist of general meetings of the membership, special meetings called by the President of the TLV and meetings of the Board of Directors

3.2 GENERAL MEETINGS OF THE MEMBERSHIP. An annual meeting of the membership shall be held on the third Saturday in May of each year to elect Directors of the Board, as necessary, to vote on special projects or assessments proposed by the Board, approve changes in the Bylaws, discuss new business, to receive reports from the Officers of TLV and standing committees, and to provide a budget for the following year which will be approved by membership. Members may attend and vote in person or vote by proxy. The Board shall advise the membership of the time and location of the meeting in writing at least fourteen (14) days, but not more than sixty (60) days prior to the meeting

3.3 SPECIAL MEETINGS OF THE MEMBERSHIP. The President of TLV shall call a special meeting if given notice from ten percent (10%) of all of the members or a majority of the Board of Directors, at such time and place necessary to present to the membership special items or proposed assessments requiring approval of the membership. Notification of such meetings shall be given to the membership, in writing, at least fourteen (14) days, but not more than sixty (60) days prior to such meetings giving the date, time, place and subject of the proposed meeting. The business conducted at any such special meeting shall be limited to items on the agenda. The President of TLV may also call a special meeting

3.4 BOARD MEETINGS. The Board of Directors shall meet as often as necessary, at a time and place to be indicated by the President of TLV to conduct the business of the Corporation. Minutes of the Board meetings shall be made available to the membership, if requested, at cost. At least twenty-four hours' notice of special meetings shall be given to each Director, which notice may be given by telephone. At least ten (10) days' notice of regularly scheduled meetings shall be given, in writing, to each Director.

3.5 QUORUM. A scheduled meeting where less than a quorum attends will be adjourned. The President of TLV will immediately (within 48 hours) reschedule the meeting and advise the membership of the new time and place for the meeting

3.5.1 MEMBERSHIP QUORUM. For all general and special meetings of the membership, including the annual meeting, a quorum shall be a minimum of fifty percent (50%) of the total number of members eligible to vote by actual attendance of the membership or representation by proxy.

3.5.2 BOARD QUORUM. A quorum of the Board shall consist of a majority of the Board members. Two shall be corporate officers

3.5.3 APPROVAL OF ACTION. Approval shall be by a simple majority vote of the quorum of the membership present in person or by proxy in general or special meetings

20000628000548

3.5.4 CONDUCT OF MEETINGS. All meetings shall be conducted following "Robert's Rules of Order," except when such rules conflict with the Bylaws

3.5.5 ATTENDANCE. At all general and special membership meetings, each property owner (member) attending shall sign a register upon entering the meeting, indicating his/her name and lot number(s) of all property owned in the TLV Subdivision. This register shall be used to monitor voting and shall be kept as a permanent record. All proxies shall be registered.

20000628000548





ARTICLE IV  
Amended Pg  
11/6/1999

4 1 MANAGEMENT The Timberlane Lodge, Inc , shall be governed by a Board of Directors elected by the membership Day-to-day operations of the TLV shall be conducted by the officers elected by the Board and other boards or committees established for specific purposes

4 2 BOARD OF DIRECTORS Effective May, 2000 (or sooner if Board membership is reduced by attrition), the Board shall consist of seven (7) members of the TLV elected by majority vote of the general membership

4 2 1 TERM OF OFFICE The term of office for Board members shall be for two (2) years except that no more than four (4) Board members shall be elected in any one year This rotation will provide a continuation of operations and/or experience A nominating committee shall be appointed by the current president of the board ninety (90) days prior to the annual membership meeting to select nominees for each board vacancy/position Nominations may also be made from the floor at the annual membership meeting This does not preclude any member of the TLV from serving more than one term of office as a board member

4 2 1 1 The newly elected and outgoing Boards of the Corporation shall hold joint meeting as soon as possible after the general membership meeting for transfer of records -

4 2 2 DUTIES AND RESPONSIBILITIES OF THE BOARD The Board shall have following dutes and responsibilities

4 2 2 1 The Board shall elect officers of the TLV from members of the Board consisting of President and Vice President The offices of the Secretary and Treasurer may be combined in one person and are not required to be Board members and shall be elected by the Board The Board shall meet at the earliest possible date after the general meeting of the membership at which they were elected to elect the officers of the TLV All officers must be elected by majority vote of the Board Any vacancy (reducing the Board to less than 7), occurring on the Board by reason of death, resignation, prolonged absence, or removal of a Board member shall be filled by appointment by the Board of the candidate who received the next highest number of votes at the last election Appointees shall serve for the unexpired term of the position filled No person shall serve on the Board who is delinquent in ANY dues or assessments

4 2 2 2 In case of vacancy on the Board unfilled by the process discussed 'in Section 4 2 2 1, the President has the right and obligation to appoint, with Board approval, the replacement if the position cannot be filled voluntarily. Such appointee shall serve the unexpired term In the event of resignation of more than fbur (4) Board members at one time, the remaining Board members shall constitute the remaining corporate officers and shall have the executive power to operate and manage TLV affairs until new members are appointed or elected If the entire Board chooses to resign, three (3) corporate officers are required to stay on until a new Board is elected in a special meeting called immediately by the resigning President

4 2 2 3 The Board shall elect a person from the membership as Water Coordinator and Road Coordinator In addition, the Board may appoint such other special committees

20000628000548

ARTICLE IV

4.1 MANAGEMENT. The Timberlane Lodge, Inc, shall be governed by a Board of Directors elected by the membership. Day-to-day operations of the TLV shall be conducted by the officers elected by the Board and other boards or committees established for specific purposes.

4.2 BOARD OF DIRECTORS. The Board shall consist of ten (10) members of the TLV elected by majority vote of the general membership

4.2.1 TERM OF OFFICE. The term of office for Board members shall be for two (2) years except that no more than five (5) Board members shall be elected in any one year. This rotation will provide a continuation of operations and/or experience. A nominating committee shall be appointed by the current president of the board ninety (90) days prior to the annual membership meeting to select nominees for each board vacancy/position. Nominations may also be made from the floor at the annual membership meeting. This does not preclude any member of the TLV from serving more than one term of office as a board member

4.2.1.1 The newly elected and outgoing Boards of the Corporation shall hold a joint meeting as soon as possible after the general membership meeting for transfer of records.

4.2.2 DUTIES AND RESPONSIBILITIES OF THE BOARD. The Board shall have the following duties and responsibilities

4.2.2.1 The Board shall elect officers of the TLV from members of the Board consisting of President and Vice President. The offices of the Secretary and Treasurer may be combined in one person and are not required to be Board members and shall be elected by the Board. The Board shall meet at the earliest possible date after the general meeting of the membership at which they were elected to elect the officers of the TLV. All officers must be elected by majority vote of the Board. Any vacancy occurring on the Board by reason of death, resignation, prolonged absence, or removal of a Board member shall be filled by appointment by the Board of the candidate who received the next highest number of votes at the last election. Appointees shall serve for the unexpired term of the position filled. No person shall serve on the Board who is delinquent in dues or assessments

4.2.2.2 In case of vacancy on the Board unfilled by the process discussed in Section 4.2.2.1, the President has the right and obligation to appoint, with Board approval, the replacement if the position cannot be filled voluntarily. Such appointee shall serve the unexpired term. In the event of resignation of more than four (4) Board members at one time, the remaining Board members shall constitute the remaining corporate officers and shall have the executive power to operate and manage TLV affairs until new members are appointed or elected. If the entire Board chooses to resign, three (3) corporate officers are required to stay on until a new Board is elected in a special meeting called immediately by the resigning President.

4.2.2.3 The Board shall elect a person from the membership as Water Coordinator and Road Coordinator. In addition, the Board may appoint such other special committees

20000628000548

20000628000548

as the Board may from time to time deem necessary In all cases, the Board shall retain executive power over the decisions of these groups

4.2.2.4 The Board shall formulate administrative policies and be responsible for the operation and management of the TLV.

4.2.2.5 The Board shall prepare an annual capital improvement budget for presentation and approval of the membership at the annual meeting The budget shall be in sufficient detail to provide the membership with a plan for expenditures for the coming year and the source of funding Major expenditures may exceed the one year period from funding through completion. Approval of the budget by the membership shall constitute approval of the proposed funding and the proposed source of funding The application of funds shall be consistent with the budget.

4.2.2.6 The Board of Directors shall prepare and distribute a financial statement to all members at least fourteen (14) but not more than sixty (60) days prior to the general meeting

4.2.2.7 A statement describing the corporation's previous practices in enforcing lien rights or other legal remedies against its members for default in payment of dues, fees, and assessments shall be delivered annually to the membership

4.2.2.8 The Board shall recommend to the membership dues, water fees, power and other fees, deposits and special assessments as necessary for the operation and maintenance of the Corporation and its facilities.

4.2.2.9 The Board shall adopt rules and regulations deemed proper for the use and occupancy of the common property and facilities and amend such rules and regulations from time-to-time, as necessary. Newly adopted or amended rules and regulations will be sent to the members no later than ten (10) days after adoption and, except in emergencies, will not take effect until thirty (30) days after adoption Members of TLV may appeal a rule or regulation approved by the Board, providing a written objection signed by at least twenty (20) voting members is submitted to the Board within sixty (60) days after issuance The Board will then hold the specific rule or regulation in abeyance and present the item to the membership at the next meeting of the general membership for approval by majority vote, except that rules and regulations involving safety of life or property, shall remain in force until voted upon by the general membership All rules adopted by the Board shall be enforceable as such, but may be amended from time-to-time without disturbing the Bylaws Copies of any rules and regulations adopted by the Board pursuant to this Section shall be distributed to the TLV membership at the annual membership meeting or more frequently

4.2.2.10 The Corporation shall hold title to all real property or personal property owned by the TLV

4.2.2.11 The Board shall obtain and maintain in force all policies of insurance deemed appropriate for the TLV Insurance coverage shall be reviewed annually.

4.2.2.12 An operating budget for the immediate ensuing calendar year (January -

20000628000548

December) shall be distributed to the TLV membership at least fourteen (14) days but no more than sixty (60) days prior to the annual membership meeting, to be voted on by the membership at said meeting. Approval shall be by majority vote of those present in person or by proxy. The budget shall include, but not be limited to (a) estimated revenue and expenses; (b) list and identification of corporation's total cash reserves currently set aside, (c) contingency fund for unanticipated expenses. All proposed expenditures above and beyond the approved budget and all proposed additional assessments must be approved by the general membership, at either a regular or special membership meeting. Unspent funds from the previous year's budget shall be used to reduce dues, added to reserve funds, or be used as contingency funds, as voted on by the membership at the annual meeting.

4.2.2.13 The Board may remove any officer of the Corporation or appointee for cause by majority vote of all the members of the Board. Absence from three (3) consecutive regular Board meetings, or any four (4) regular Board meetings in one fiscal year, shall be due cause for automatic removal of a Director.

4.2.2.14 Any Director may be removed from office with or without cause by vote of the members holding a majority of the voting power of the Corporation. Notice of the proposed removal of a Director must be given to such Director prior to the date of the meeting at which such removal is to be voted on. Such notice must state the reason for the proposed removal.

4.2.2.15 All checks, drafts, or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers of the Corporation and in such manner as is from time-to-time determined by Board resolution. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, savings institutions, etc., as the Board may select. All withdrawals from such funds shall be countersigned by two Directors as designated by the Board.

4.2.2.16 The Board may authorize any Board member to enter into verbal contracts for minor maintenance or repair provided the need and amount are justified to the Board. The Board shall determine what maintenance or repairs are minor or major.

4.2.2.17 The Board is responsible for all written contracts, including contract specifications and bid package, selection of successful bidder, timely completion of work, inspection, and payment(s) to the contractor. In order to protect the interest of TLV and its members, the Board will adhere to the following:

- (a) Contractors shall show evidence of adequate liability and property damage insurance coverage for task and its potential hazards, and evidence of workman's compensation.
- (b) Contracts shall be read and approved by a majority of the Board prior to signing by the President.

Any member of the Board who represents the Board in any cause shall present the opinion of the Board and not his or her own personal opinion.

20000628000548

### 4.3 OFFICERS OF THE CORPORATION.

4.3.1 **PRESIDENT.** *The President of the Corporation shall be elected by majority vote of the Board and shall serve at the pleasure of the Board*

4.3.1.1 **DUTIES OF THE PRESIDENT.** *The President shall.*

- (a) *Supervise all activities of the Corporation*
- (b) *Execute all legal documents on behalf of the Corporation, with co-signature of all warrants and contracts, and sign checks in the absence of the Treasurer*
- (c) *Preside over all meetings of the Board and all general or special meetings of the membership*
- (d) *Call such special meetings of the membership as deemed necessary, or by signed request of at least ten percent (10%) members of the Corporation.*
- (e) *Call such meetings of the Board as deemed necessary to conduct the business of the Corporation*
- (f) *Represent the Corporation in all other matters that may be necessary to protect the interest of the membership*
- (g) *Appoint members to standing and special committees*
- (h) *Ensure a newsletter is distributed to the membership.*
- (i) *Ensure an audit of the financial records is performed if voted for by the Board or twenty-five percent (25%) of the membership*
- (j) *President shall only vote at Board Meetings in the event a tie needs to be broken.*

Board

4.3.2 **VICE PRESIDENT.** *The Vice President shall be elected by majority vote of the*

4.3.2.1 **DUTIES OF THE VICE PRESIDENT.** *The Vice President shall*

- (a) *Assume the duties and responsibilities of the President in his/her temporary absence*
- (b) *Assume the office of the President in the event of a permanent vacancy in the office. The Board will elect a new Vice President to fill the unexpired term of office of the*

20000628000548  
for  
for.

Vice President

- (c) Be responsible for future planning.
- (d) Chair the Architectural Review Committee.
- (e) Perform other such duties as the President may direct.

4.3.3 SECRETARY. The Secretary shall be elected by majority vote of the Board

4.3.3.1 DUTIES OF THE SECRETARY. The Secretary shall be responsible

- (a) Maintaining records for the TLV Corporation including, but not limited to, minutes of the Board, general and special meetings
- (b) Maintaining a historical record of the TLV including, but not limited to, a record of all correspondence issued in the name of the TLV
- (c) Performing such other duties as the President may direct

4.3.4 TREASURER. The Treasurer shall be elected by majority vote of the Board.

4.3.4.1 DUTIES OF THE TREASURER. The Treasurer shall be responsible

- (a) Accounting for all funds belonging to the Corporation
- (b) Maintaining bank accounts in depositories designated by the Board.
- (c) Paying all obligations incurred by and for the Corporation as authorized by the Board, by co-signing all checks
- (d) Maintaining a record of the current lot owners and the status of funds billed and collected.
- (e) Submitting statements to the membership for collection of annual dues, water fees, special assessments or interest as directed by the Board
- (f) Preparing financial statements and budgets for Board meetings or for general meetings of the membership as required
- (g) Maintaining sufficient records of funds received or disbursed to identify such funds as regular dues, water fees or special assessments, etc. Special assessments can only be used to meet the need of the facility they are collected for, unless temporarily permitted

by an approved Board action.

20000628000548  
4.3.5 **THE ARCHITECTURAL REVIEW COMMITTEE (ARC).** All structural improvements made to property (homes, cabins, garages, large storage sheds, etc.) must first have architectural approval. The review committee shall consist of five (5) persons, chaired by the current Vice President, and a decision of the majority shall be final and conclusive, except as provided in appeals. Travel trailers with ramadas and built in storage will be allowed subject to architectural approval. Mobile homes will not be allowed in Timberlane Village.

4.3.5.1 **ARC OPERATIONS.** All rights, functions, and authority herein delegated or granted to the Architectural Review Committee shall be implemented in the following manner

4.3.5.1.1 The vote of a majority of the ARC shall constitute action of the ARC. The ARC shall report in writing all approvals and disapprovals of changes in the existing state of property to both the Board of Directors and the property owner.

4.3.5.1.2 In the event that the ARC fails to approve or disapprove within thirty (30) days after plans and specifications, and subsequently requested information, have been submitted to it, ARC approval will not be required.

4.3.5.1.3 The ARC shall keep and safeguard complete and permanent, written records of all applications for approval submitted to it, including one set of all preliminary sketches and all architectural plans, as well as all actions taken by the ARC.

4.3.5.2 **RECOURSE TO ARC DECISIONS.** Any property owner who objects to a decision of the ARC has the right to appeal the decision as follows

4.3.5.2.1 Appeals to ARC decisions are to be directed to the Board of Directors in writing and submitted within two (2) weeks of the ARC's written disapproval. The Board shall render its written decision after careful examination. If requested, the Board shall grant additional time to the property owner submitting the appeal. After receipt of an appeal, a decision will be rendered within two weeks

4.3.6 **WATER COORDINATOR.** The Water Coordinator under the direction of the Board, shall have the supervisory responsibility for the operation, management, maintenance and repair of the TLV water system. He/she shall organize, assign and supervise any construction projects related to the water delivery system. The Coordinator shall also plan for future water availability, filtration and delivery as well as metering and conservation

4.4 **COMPENSATION.** No Board member shall receive a gratuity for any service he/she may render to the Corporation as a Board member. A Board member may be reimbursed for actual expenses incurred in the performance of his/her duties, with Board approval. Should circumstances necessitate the employment of or compensation to a member of the Corporation or an outside agent, approval by a

majority vote of the Board shall be required

**4.5 LIABILITY.** The Officers of the Corporation, members of the Board of Directors or any other person appointed to or assigned by the Board to perform any duties for the Board shall not be held personally liable by the membership in the performance of their duties, except for malfeasance of office

**4.6 INDEMNIFICATION.** The Corporation shall indemnify any person who was or is a part or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding whether brought by or in the right of the Corporation or otherwise by reason of the fact that he/she is or was a member of the Board, officer of the Corporation or appointee against any expense including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by his/her connection with such action, suit or proceedings. The Board may, at any time, approve indemnification of any person which the corporation has the power to indemnify under the Washington Non-profit Corporation Act. The indemnification provided by this shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract

**4.7 AMENDMENTS.** The Bylaws can only be amended by majority vote of the entire voting membership. Rules and regulations can be amended by the Board or appealed by petition of a minimum of ten percent (10%) of the Members as provided in 4.2.2.9.

20000628000548



ARTICLE V

5.0 GENERAL. The rules and regulations governing the membership of the TLV can be found in (1) this article, (2) the Restrictive Covenants, (3) the Plat of TLV, (4) the Articles of Incorporation, and (5) the rules and regulations established by the Board of Directors.

20000628000548

5.1 GENERAL MEMBERSHIP RULES.

5.1.1 MEMBERSHIP FEES AND ASSESSMENTS. The Board shall, from time-to-time, establish a fee schedule for membership, water service, and special assessments (under the authority of the Board, Article 4, 4.2.2.9) Membership and water service shall be prorated on a change of ownership These fees will be voted on by a majority of the membership at a general or special meeting.

5.1.2 FEE ASSESSMENT UNIT. Fees and assessments, except as otherwise noted, shall be based on the platted lot in the TLV Subdivision This is the same unit that is required for membership and voting

5.1.2.1 Each owner, by accepting a grant deed to or land contract for a platted residential lot (whether or not it shall be so expressed in such instrument) shall pay to the Corporation (a) regular annual assessments, and (b) special assessments

5.1.3 PAYMENT OF FEES AND ASSESSMENTS. Annual dues and special assessments are due when billed or on the date specified on the billing Fees and assessments prorated to a new owner shall be due and payable to TLV on the date of escrow closing or at date of billing

5.1.4 LATE FEES AND DEFAULT OF PAYMENT OF ANNUAL AND/OR ASSESSED CHARGES. Any fee or assessment not paid within sixty (60) days of billing (or the due date, if a due date is otherwise established) shall be considered delinquent and shall be assessed a ten percent (10%) per month delinquency fee for late dues and shall constitute a lien against the property of the debtor within the TLV Subdivision. The corporation may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the lot subject thereto The lien provided for herein shall be subordinate to any mortgage, deed of trust, or other security interest of record All costs including interest and/or reasonable attorney's fees incurred to execute foreclosure shall become the personal obligation of the owner of subject lot at the time the fees and assessments fall due, inclusive of all costs accumulated in the process to collect the delinquent past due accounts.

5.2 USE OF COMMUNITY FACILITIES. Owners have full use of the common areas belonging to TLV limited only by the rules, regulations, Bylaws, covenants and county or State laws. Owner's guests, renters or lessee may also use the common facilities, however, they must conform to the same restrictions as the owner and the owner is responsible for guests' and renters' actions It shall be the owner's duty and responsibility to inform other permitted users of these rules and regulations If an owner uses the services of an agent, then the owner shall charge the agent with this responsibility

5.2.1 RENTAL USE. Property shall be used for residential purposes only However,

nothing in these Bylaws shall prevent an owner from leasing or renting his/her property. Any such arrangement shall be in writing and any tenant shall abide by and be subject to all provisions of the Restrictive Covenants, Bylaws, and Corporation rules and regulations; any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

5.2.1.1 Owners intent on renting or leasing their homes shall obtain from their tenant(s) a signed statement that he or she has received a copy of these Bylaws and the rules and regulations, agreeing to abide by the same. The owner renting or leasing is in no way released from the obligation for paying assessments and ensuring compliance with these declarations.

5.3 FIREARMS. No firearms shall be discharged for hunting or target practice within the TLV Subdivision.

#### 5.4 VEHICLES; TRAILERS AND MOTOR HOMES.

5.4.1 USE AND OPERATION OF VEHICLES. Use of non-muffled vehicles, including motorcycles, motor bikes, trail bikes, or similar vehicles, is prohibited within TLV Subdivision. Vehicles used within TLV Subdivision and operators thereof must comply with all laws and regulations applicable to vehicles and the operation of vehicles on public highways of the State of Washington.

5.4.2 NO STORAGE OF VEHICLES. No member shall permit any vehicle owned by him/her or by any member of his family or guest, which is inoperative or in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the plat or on his property for a period in excess of ten (10) days. Should any such owner fail to remove such vehicle within ten (10) days following the date on which notice is mailed to him by the Board, acting on behalf of the Corporation, informing him of a violation of this provision, the Board may take further action. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Board its presence detracts from the appearance of the neighborhood.

5.4.3 PARKING OF RECREATIONAL VEHICLES AND TRAILERS; OCCUPANCY PROHIBITED. A member or guest thereof may park a single motor home, travel trailer, boat trailer, boat or similar recreational vehicle owned by and registered in the name of such member (a "recreational vehicle") on such member's own property or on any street within the TLV Subdivision in front of such member's own property to the extent permitted in this Section, provided that (1) such recreational vehicle is used or occupied only as permitted in this Section, and (2) such recreational vehicle is not an eyesore in the opinion of the Architectural Review Committee. No member or guest thereof shall use or occupy any recreational vehicle as a permanent or temporary residence, except that a travel trailer, motor home or similar self-contained vehicle may be occupied temporarily (1) for up to six months during active construction of a permanent structure with the prior approval of the Architectural Review Committee, (2) for periods aggregating up to thirty days per year for other temporary or transient personal use, or (3) otherwise as permitted by covenants and restrictions applicable to the TLV Subdivision and rules and regulations promulgated by the Board, if any. If not removed within ten (10) days of notification, Board can take appropriate action.

5.4.4 PARKING OF COMMERCIAL OR INDUSTRIAL VEHICLES. No

20000628000548

member or guest thereof shall park or permit any commercial or industrial vehicles to be parked on such member's property or on any street within the TLV Subdivision except temporarily in connection with the provision of related services to such member

20000628000548

5.5 ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not raised for commercial, business, trade, or profit purposes. All pets must be kept on a leash, or otherwise controlled, when not confined to the owner's lot, and the owner shall observe and obey all laws applicable to a resident of King County pertaining to the care and control of animals and pets. The owners of permitted animals shall provide reasonably appropriate restraint or containment, and immediate removal and disposal of deposits left on common property or private property belonging to other Members. No property owners shall allow animals or pets to prevail as a nuisance to surrounding property owners

5.6 ANTENNAS. All new antennas shall be reviewed and approved by the ARC prior to placement on any lot. They shall be constructed and painted to blend into their surroundings as much as possible. In no case shall the diameter of a dish antenna exceed ten (10) feet. In its review of antennas, the ARC shall consider screening, location, material, size, transmission interference and any other factor it deems important, prior to rendering a decision on a proposed placement.

5.7 WATER SYSTEM. For so long as a community water system service is available and in operation, no private wells shall be created or used for any lot. The Corporation, by and through its members, evidenced by acceptance of a deed or execution of a contract to purchase, or like document for any lot, has agreed to accept ownership and maintenance of the water system and all appurtenances

5.8 ENFORCEMENT. The Corporation and the Board of Directors to whom control and management of the Corporation have passed in Directorship for purposes of operating, maintaining and managing the Corporation are hereby charged with the authority and obligation of enforcing the terms of these Bylaws. Enforcement may be by proceedings in equity or at law against any person or persons violating any of the Restrictive Covenants, Bylaws, rules and regulations hereof, either to restrain such violation or to recover damages. In the event the corporation or the Board of Directors fails to take appropriate action for the enforcement of the covenants and restrictions within a reasonable time after a violation is brought to its attention in writing, any person or persons then owning or purchasing property within the TLV Subdivision may take such steps in law or in equity as may be necessary for such enforcement. The prevailing party in such enforcement proceedings shall have from his opponents such attorney's fees as the court may deem reasonable. The Board shall have the power to levy reasonable fines, in accordance with a previously established schedule adopted by the Board and furnished to the owners, for violation of the bylaws, covenants, and rules and regulations of the association. Before imposing any fine, the party in question must be given an opportunity to be heard by the Board or its designated representative

5.9 DOCUMENT INSPECTION. Any membership register (including mailing addresses and listed telephone numbers), books of account, and minutes of meetings of members, the Board, and committees of the Board of the Corporation shall be made available for inspection and copying by any member of the corporation or his/her duly appointed representative at any reasonable time and for the

purpose reasonably related to his/her interest as a member, at the office of the Secretary of the Corporation or at such other place within TLV Subdivision as the Board prescribes. All documents are the property of TLV and may not be used for any other business purpose.

5.9.1 Every Board member of the Corporation shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Corporation and the physical properties owned or controlled by the Corporation.

) 20000628000548

ARTICLE VI

6.0 GRIEVANCE PROCEDURES. The intent of this article is to provide members with procedures for resolving their grievances with other members or with the Board, board committees, or rules and regulations established by the Board, however, nothing stated in this article or these Bylaws shall be construed to deprive any owner or TLV Subdivision property or member of the Corporation of due process under the laws of this state

6.1 GRIEVANCES INVOLVING TLV. Parties to conflict involving infractions of TLV Restrictive Covenants, Bylaws, or rules and regulations should first attempt settlement between themselves. If that or any other grievance pertains to application or enforcement of the TLV official documents of board decisions, including assessments, the aggrieved member may appeal to the Board, in writing, for settlement. If that member wishes to supplement his appeal with oral discussion at a Board meeting, he (or she) shall so state in the written request for a hearing, and ensure that the request reach the presiding officer at least ten (10) days prior to the next scheduled Board meeting. The Board will consider the appeal as stated and, if no further investigation is necessary, will render a decision within thirty (30) days after presentation of the appeal. The appellant will be notified in writing of the Board's decision and a copy will be maintained in TLV permanent records.

20000628000548

ARTICLE VII

7.0 FUTURE PLANNING. Following the annual membership meeting, but no later than October 1st of each year, the new Board of Directors shall appoint a three person standing committee, chaired by the Vice President, to project and plan for the subdivision's future community needs. The plan shall include provisions for new facilities and continued maintenance, as well as the financing mechanisms to accomplish both. Committee recommendations shall be reported to the Board at least annually for approval. Future plans shall be presented to the membership for approval at the annual membership meeting and upon approval shall be reflected in the capital improvement budget prepared pursuant to Section 4.2.2.5.

7.1 RECOMMENDATIONS FOR WATER SYSTEM. Recommendations shall include, but not be limited to, plans to accommodate a potable water system that anticipates availability, delivery and storage for every platted lot in the TLV Subdivision. The anticipated water delivery system shall include both currently buildable and non-buildable lots. Plans, operation and management shall be as required by the State of Washington and King County.

7.2 COMMON AREA PLANNING. Planning shall be for the purpose of maintaining, protecting and improving any and all common areas for the mutual enjoyment and utilization of members.

20000628000548

ARTICLE VIII

20000628000548

8.1 TERM. These amended Bylaws shall automatically be extended each year from the date of recording unless an instrument has been recorded that serves to extinguish or change the Bylaws in whole or in part. These Bylaws shall be deemed to replace in full the Bylaws of Timberlane Lodge dated Sept 4, 1971, with amendments, dated 1976, 1977, 1980, 1981, 1983, 1985, 1993

8.2 AMENDMENTS TO THE BYLAWS. The Board may develop amendments to the Bylaws as necessary to correct deficiencies or to improve the operating procedures of the Corporation. Proposed amendments shall be presented to the entire voting membership at the annual meeting or at a special meeting called for such purpose. Amendments must be approved by a majority vote of the entire voting membership, and recorded with the county auditor's office, before implementation of any changes to the Bylaws. Every ten (10) years the Board shall appoint a committee to review and recommend appropriate amendments to the Bylaws.

8.3 SEVERABILITY. Invalidation of any of the rules and regulations set forth in these Bylaws by judgment of any court, shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

8.4 ACKNOWLEDGEMENT. In witness whereof, the undersigned declarant hereto have set their hands this 2<sup>nd</sup> day of July, 1996

Judy Ataman  
President

[Signature]  
Vice President

Shirley Pappila  
Secretary

Shirley Pappila  
Treasurer