

**BYLAWS
OF
SEASIDE AT KINGSTON HOMEOWNERS ASSOCIATION**

ARTICLE 1. GENERAL

1.1 Name. The name of the Association is Seaside at Kingston Homeowners Association (hereinafter the *Association*).

1.2 Principal Office. The principal office of the Association will be in the state of Washington, but the Association may have such other offices as the Board may determine.

1.3 Definitions. Capitalized terms used in these Bylaws will have the same meanings given in the Declaration of Covenants, Conditions and Restrictions for Seaside at Kingston, a plat community, which plat community includes performance based development approval and administrative conditional use permit approval, recorded under Kitsap County Recording No. _____ (*Declaration*), unless the context requires otherwise. The Declaration concerns the Seaside at Kingston community development project located in Kitsap County, Washington (the *Community*).

1.4 Binding Effect. Each owner and all future owners, mortgagees and other encumbrancers, lessees, tenants, licensees and occupants of units, and their guests and employees, and any other person who may use the common elements within the Community are subject to these Bylaws, the Declaration and the rules and regulations established from time to time by the Association. The Washington Uniform Common Interest Ownership Act, Chapter 64.90 is referenced in these Bylaws with regard to various requirements, procedures, and protocols. The Board and the Members will act in accordance with the Act

ARTICLE 2. MEMBERSHIP

2.1 Membership. The membership of the Association at all times consists exclusively of all unit owners. Owners of a unit as joint tenants, tenants in common, community property, or other ownership involving more than one owner will be joint members of the Association. The Board of Directors of the Association will maintain a register containing the names and addresses of all owners of units, their designated representative, any voting rights pledged and any proxies that have been filed with the Association. Owners who sell or convey their interests in a unit will promptly report to the Board of Directors the name and address of their successor in interest. Persons claiming membership in the Association will, upon request, furnish the Board of Directors with a copy of any documents under which they assert ownership to a unit, or any interest therein.

2.2 Place of Meetings. Meetings of the Association will be held at the principal office of the Association or any other suitable place convenient to the members as designated by the Board. All meetings will be held in accordance with RCW 64.90.445.

2.3 Annual Meetings. An annual meeting of the Association will be held in the fourth quarter of each year at such reasonable place and time fixed by the Board. At the annual meeting

there will be a financial report, the Owners will elect members to the Board or fill vacancies on the Board, and any other business that properly comes before the meeting may be transacted.

2.4 Special Meetings. The President may call special meetings and will call a special meeting if directed by resolution of the Board or upon a petition signed by Members representing at least twenty percent (20%) of the total votes of the Association.

2.5 Notice of Meetings. It is the duty of the Secretary to send notice of any meeting to each owner or the owners' designated representative in the manner authorized by RCW 64.90.515. Written notice stating the date, time and place of any meeting of the Members will be delivered, either personally (including by courier service) or by mail, to each Member entitled to vote at the meeting, not less than fourteen (14), nor more than fifty (50) days before the date of the meeting, by or at the direction of the director, officer or other person calling the meeting; provided, however, at least twenty-five (25) days' notice is required for a meeting to approve an extraordinary action or material amendment. The notice will state the items on the agenda, including the purpose or purposes for which the meeting is called. No business will be transacted at a special meeting except as stated in the notice.

2.6 Waiver of Notice. Waiver of meeting notice of the Members is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the meeting. Attendance at any meeting by a Member or alternate will be deemed a waiver by such Member of notice of the time, date and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting is also deemed as waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members present at the meeting, either in person or by alternate means, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting is called.

2.8 Voting. The voting rights of the Members are set forth in the Declaration and the voting rights provisions are specifically incorporated in these Bylaws. Voting for the election of directors by the Members may be by ballots mailed to the Members and will include the name of a candidate and, if voting on a proposal, the text of the proposal, to be voted on. Ballots will be returned to the Secretary by the date specified on the ballot. The Board will determine the method of voting, the form of all ballots, the wording of questions placed on the ballots and the deadline for return of ballots. The Board may include on ballots any questions on which it seeks an advisory vote. Any other matters may be voted on by mail-in ballot to the extent allowed by law.

2.9 Proxies and Absentee Ballots. At all meetings of the Members, Members may vote in person, by proxy or absentee ballot. Each proxy or absentee ballot must be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies and absentee ballots may be delivered to the Secretary by personal delivery, United States mail or facsimile to any Board member or the property manager. Unless otherwise

provided in the proxy or absentee ballot, a proxy or absentee ballot will cover all votes which the Member giving such proxy or absentee ballot is entitled to cast; and in the event of any conflict between two (2) or more proxies or absentee ballots purporting to cover the same voting rights, the later will prevail, or if dated as of the same date, both are deemed invalid. No proxy or absentee ballot will be valid more than eleven (11) months after its execution unless otherwise provided in the document. Every proxy or absentee ballot will be revocable and will automatically cease on conveyance of the Member's unit.

2.10 Electronic Voting. The Board may decide that voting of the members may be by electronic transmission for any particular election, adoption of any proposed amendment to the Declaration or Bylaws, or any other action of the members. Whenever proposals are to be approved by the members, or directors or officers are to be elected by the members by electronic transmission, the name of each candidate and the text of each proposal to be voted on are set forth in a record accompanying or contained in the notice of meeting. In addition, when an election is conducted by electronic transmission, the Board will designate an address, location, or system to which the ballot may be electronically transmitted and the ballot must be electronically transmitted to the designated address, location or system, in an executed electronically transmitted record. Members voting by electronic transmission are present for all purposes of quorum, count of votes, and percentages of total voting power present.

2.11 Majority Vote. Except as otherwise provided by statute, by the Declaration or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is in attendance requires the affirmative vote of at least fifty-one percent (51%) of the votes present in person, by proxy, or by absentee ballot.

2.12 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by alternate means of Members representing twenty-five percent (25%) of the total votes of the Association will constitute a quorum at all meetings of the Association. If there is less than a quorum at a meeting, a majority of the owners present or represented by proxy may adjourn the meeting, and fifty percent (50%) of the owners represented in person or by proxy at the adjourned members meeting shall constitute a quorum for the purpose of any rescheduled meeting. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Board of Directors. The affairs of the Association will be governed by a Board of three (3) Directors, each of whom will have one (1) vote. Each Directors will serve a term of three (3) years. At the first election of Directors, in order to provide for staggered terms, the members will elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The Board is responsible for the affairs of the Association and will have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles or these Bylaws directed to be done and exercised exclusively by the Members generally.

3.1.1 Directors During Declarant Control Period. Prior to conveyance of the first unit in the Community, the affairs of the Association will be governed by a Board of Directors composed of at least one (1) person who will be elected by Declarant, acting in its sole discretion (the ***Declarant Control Period***).

3.1.2 Election and Owner Representative. Not later than sixty days after conveyance of twenty-five percent of the units that may be created to unit owners other than a declarant, at least one member and not less than twenty-five percent of the members of the board must be elected by unit owners other than the declarant. Not later than sixty days after conveyance of fifty percent of the units that may be created to unit owners other than a declarant, not less than thirty-three and one-third percent of the members of the board must be elected by unit owners other than the declarant. Until such members are elected and take office, the existing board may continue to act on behalf of the association.

3.1.3 Transition to Owner Controlled Board. The Declarant Control Period terminates no later than the earlier of (a) 60 days after conveyance of seventy-five (75%) of the units to owners (other than Declarant); (b) 2 years after the last conveyance of a unit, except to a dealer; (c) 2 years after any right to add new units was last exercised; or (d) the day the Declarant, after giving notice in a record to unit owners, records an amendment to the Declaration voluntarily surrendering all right to appoint and remove officers and board members.

3.2 Removal of Directors and Vacancies. Any director may be removed, with or without cause, by the vote of Members holding a majority of the total votes, or 2/3rd of the votes cast by Members at the meeting. Upon removal of a director, a successor will then and there be elected by the Members to fill the vacancy for the remainder of the term of such director. Except for members elected by owners, the Declarant may remove members of the Declarant control board with or without cause, and appoint directors to fill the vacancies thus created without a meeting of the Association.

3.3 Meetings.

3.3.1 Organizational Meetings. The first meeting of the Board will be held within ten (10) days after each annual election of directors at such place as is fixed by agreement of the Board members. No notice will be necessary to the new Directors in order to legally constitute such meeting, provided a majority of the Board members shall be present. The Directors will appoint all officers during such organizational meeting.

3.3.2 Regular Meetings. Regular Board meetings may be held at such time and place as determined from time to time by Board resolution, but at least one (1) meeting will be held during each year. During the Declarant Control Period, the Board will meet at least four times a year. Notice of the time, place, and agenda of the meeting must be communicated to directors not less than fourteen (14) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of the regular schedule will constitute notice of such meetings.

- 3.3.3 Special Meetings. Special meetings of the Board will be held when called by written notice signed by the President of the Association or by a majority of the directors. Notice must be given at least fourteen (14) days prior to the meeting and must specify the time and place of the meeting and the nature of any business to be considered.
- 3.3.4 Waiver of Notice. Either before or after the meeting each of the Board, any directors not present may sign a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting will also be deemed given to any director who attends the meeting without protesting prior to its commencement about the lack of adequate notice.
- 3.3.5 Quorum. At all Board meetings, a majority of the directors will constitute a quorum for the transaction of business, and the vote of a majority of the directors' present at a meeting at which a quorum is present will constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.
- 3.3.6 Conduct of Meetings. The President will preside over all Board meetings, and the Secretary will keep a minute book of Board meetings, recording therein all Board resolutions and all transactions and proceedings occurring at such meetings. The following requirements apply to meeting of the Board and committees authorized to act for the Board:
- (a) All meetings of the Board will be open to the owners except during executive sessions, but the Board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting. The Board and those committees may hold an executive session only during a regular or special meeting of the Board or committee. A final vote or action may not be taken during an executive session.
 - (b) An executive session may be held only to (i) consult with the Association's attorney concerning legal matters; (ii) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings, (iii) discuss labor or personnel matters; (iv) discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or (v) prevent public knowledge of the matter to be discussed if the Board or committee determines that public knowledge would violate the privacy of any person.
 - (c) A gathering of directors or committee members at which the directors or committee members do not conduct Association business is

not a meeting of the Board or committee. Board members and committee members may not use incidental or social gatherings to evade the open meeting requirements stated in this section.

(d) At each Board meeting, the Board must provide a reasonable opportunity for owners to comment regarding matters affecting the common interest community and the Association.

(e) Unless the meeting is included in a schedule given to the owners or the meeting is called to deal with an emergency, the secretary must provide notice of each Board meeting to each director and to the owners. The notice must be given at least fourteen (14) days before the meeting and must state the time, date, place and agenda of the meeting.

(f) If any materials are distributed to the Board before the meeting, the Board must make copies of those materials reasonably available to those owners, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

(g) Fewer than all directors may participate in a regular or special meeting by or conduct a meeting through the use of any means of communication by which all directors participating can hear each other during the meeting. A director participating in a meeting by these means is deemed to be present in person at the meeting.

(h) The Board may meet by participation of all directors by telephonic, video, or other conferencing process if the meeting notice states the conferencing process to be used and provides information explaining how owners may participate in the conference directly or by meeting at a central location or conference connection, and the process provides all owners the opportunity to hear or perceive the discussion and to comment.

(i) Instead of meeting, the Board may act by unanimous consent as documented in a record by all directors. Actions taken by unanimous consent must be kept as a record of the Association with the meeting minutes. After the transition meeting, the Board may act by unanimous consent only to undertake ministerial actions, actions subject to ratification by the owners, or to implement actions previously taken at a meeting of the Board.

(j) A Board member who is present at a Board meeting at which any action is taken is presumed to have assented to the action taken unless the Board members' dissent or abstention to such action is lodged with the person acting as the secretary of the meeting before adjournment of the meeting or provided in a record to the secretary of the Association immediately after adjournment of the meeting. The right to dissent or

abstain does not apply to a Board member who voted in favor of such action at the meeting.

(k) A Board member may not vote by proxy or absentee ballot.

(l) Even if an action by the Board is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the Board for failure to comply with this section may not be brought more than ninety (90) days after the minutes of the Board of the meeting at which the action was taken are approved or the record of that action is distributed to owners, whichever is later.

3.4 Powers and Duties. The duties and powers of the Board are outlined in the Declaration. In general, those duties and powers are as stated in RCW 64.90.405, except as limited by the Declaration. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board authorizes.

3.5 Compensation. No director may receive any compensation from the Association for acting as such, provided this section will not prevent any director from being reimbursed for expenses authorized by the Board to be incurred on behalf of the Association. Nothing in these Bylaws prohibits the Association from compensating a director, or any entity affiliated with a director, for services or supplies furnished to the Association in a capacity other than as a director under a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.6 Standard of Care for Directors. In the performance of their duties, directors must exercise the degree of care and loyalty to the Association required of a director of a corporation organized under RCW 24.06 RCW. More specifically, each director will discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director believes to be in the best interests of the Association.

ARTICLE 4. OFFICERS

4.1 Officers. The officers of the Association will be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board.

4.2 Election, Term of Office and Vacancies. The officers of the Association will be elected annually by the Board at the first Board meeting following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

4.3 Powers and Duties. The officers of the Association will each have such powers and duties as generally pertain to their respective offices under applicable law, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board.

4.4 President. The President will be the chief executive officer of the Association and will preside at all meetings of the Association and of the Board.

4.5 Vice President. The Vice President, if any, will act in the President's absence and will have all powers, duties and responsibilities provided for the President when so acting.

4.6 Secretary. The Secretary will keep the minutes of all meetings of the Association and of the Board and will have charge of such books and papers as the Board may direct, including the register of owners, designated representatives, voting rights pledges and proxies. The Secretary will, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Washington law.

4.7 Treasurer. The Treasurer will have the responsibility for oversight of all financial matters for the Association, including preparation of the annual budget, preparing and delivering of the annual financial report, and insuring that the financial records of the Association have been maintained properly and in accordance with good accounting practices. The Treasurer may delegate all or part of the preparation and notification to a managing agent.

4.8 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

4.9 Removal. Any officer may be removed by the Board with or without cause.

4.10 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association must be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

4.11 Standard of Care. Officers must exercise the degree of care and loyalty to the Association required of an officer of a corporation under Chapter 24.06 RCW. Each officer will discharge his or her duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner the officer believes to be in the best interests of the Association.

ARTICLE 5. COMMITTEES

5.1 Committee of Directors. The Board may designate one or more committees, each of which will consist of one or more directors. Such committees, if composed entirely of Board members, will have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board of Directors in the management of the Association, but the designation of such committees shall not operate to relieve the Board of Directors of any responsibility imposed upon it by law.

5.2 Other Committees. Other committees, not having or exercising the authority of the Board of Directors in the management of the Association, may be designated by the President or by the Board of Directors, and such committees may be composed of one or more members of the Association other than Board members, but each will have one Board member as a member.

ARTICLE 6. OBLIGATIONS OF OWNERS

6.1 Assessments. Owners are obligated to pay the maintenance assessments and other assessments imposed by the Association to meet all common expenses of the Community as set forth in the Declaration, and the Board of Directors will act to establish, assess, collect and expend such assessments as provided in the Declaration.

6.2 Rules and Regulations. The Board of Directors may, from time to time, adopt reasonable rules and regulations as may be required for the use, occupancy and maintenance of the Community and when adopted, such rules and regulation will be binding on all of the owners and occupants. All rules and regulations will be consistent with the Declaration and Bylaws, and, to the extent they are inconsistent, the Declaration and Bylaws will control. The Board of Directors may amend any rules and regulations from time to time.

ARTICLE 7. HANDLING OF FUNDS

7.1 Accounts. The Board will establish the necessary accounts to provide properly for the operation and maintenance of Association. Overall superintendence of these funds will be the responsibility of the Treasurer of the Association.

7.2 Reserve Account for Common Areas and Facilities. There will be established an interest-bearing savings account in a savings bank or savings and loan association, or other account authorized by the Board, which account will be known as the ***Reserve Account for Common Areas and Facilities***. The purpose of the reserve account will be to provide for the periodic maintenance, repair and replacement of the Common Areas and facilities.

ARTICLE 8. RECORDS

8.1 General. The Board will keep all records required by RCW 64.90.495(1), including the following:

8.1.1 The current budget, detailed records of receipts and expenditures affecting the operation and administration of the Association, and other appropriate accounting records within the last seven years;

8.1.2 Minutes of all meetings of its unit owners and board other than executive sessions, a record of all actions taken by the unit owners or board without a meeting, and a record of all actions taken by a committee in place of the board on behalf of the Association;

8.1.3 The names of current unit owners, addresses used by the Association to communicate with them, and the number of votes allocated to each unit;

8.1.4 Its original or restated declaration, organizational documents, all amendments to the declaration and organizational documents, and all rules currently in effect;

8.1.5 All financial statements and tax returns of the association for the past seven years;

- 8.1.6 A list of the names and addresses of its current board members and officers;
- 8.1.7 Its most recent annual report delivered to the secretary of state, if any;
- 8.1.8 Financial and other records sufficiently detailed to enable the Association to comply with RCW 64.90.640 (re Resale Certificates);
- 8.1.9 Copies of contracts to which it is or was a party within the last seven years;
- 8.1.10 Materials relied upon by the board or any committee to approve or deny any requests for design or architectural approval for a period of seven years after the decision is made;
- 8.1.11 Materials relied upon by the board or any committee concerning a decision to enforce the governing documents for a period of seven years after the decision is made;
- 8.1.12 Copies of insurance policies under which the Association is a named insured;
- 8.1.13 Any current warranties provided to the Association;
- 8.1.14 Copies of all notices provided to unit owners or the Association in accordance with RCW 64.90 or the governing documents; and
- 8.1.15 Ballots, proxies, absentee ballots, and other records relating to voting by unit owners for one year after the election, action, or vote to which they relate.

8.2 Inspection of Records. All records required to be retained by an Association must be made available for examination and copying by all unit owners, holders of mortgages on the units, and their respective authorized agents during reasonable business hours or at a mutually convenient time and location at the offices of the Association or its managing agent. Provided, however, the Association may withhold from inspection and copying any of its records to the extent they concern: (a) personnel and medical records relating to specific individuals; (b) contracts, leases, and other commercial transactions to purchase or provide goods or service currently being negotiated; (c) existing or potential litigation or mediation, arbitration, or administrative proceedings; (d) existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the governing documents; (e) legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with the managing agent or other agent of the Association; (f) information the disclosure of which would violate a court order or law; (g) records of an executive session of the board; (h) individual unit files other than those of the requesting unit owner; (i) unlisted telephone numbers or electronic address of any unit owner or resident; (j) security access information provided to the Association for emergency purposes; or (k) agreements that for good cause prohibit disclosure to the members.

8.3 Audit. Upon the written request of any owner, holder of a mortgage on an owner's unit, or their respective authorized agents, the Association will provide the requesting party with an audited financial statement for the preceding fiscal year.

ARTICLE 9. INDEMNIFICATION & LIMITATION OF LIABILITY

9.1 Power to Indemnify. The Association may indemnify and hold harmless to the full extent permitted by applicable law each person who was or is made a party to or is threatened to be made a party to a suit or other proceeding, whether civil, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, against all expense, liability and loss (including attorneys' fees and costs) incurred or suffered by such person in connection therewith. Such indemnification may continue as to a person who has ceased to be a director, officer, employee or agent of the Association and will inure to the benefit of his or her heirs and personal representatives.

9.2 Limitation of Liability. To the extent permitted by law, the members of the Board of Directors and the Association will not be liable for any failure of any utility or other service to be obtained and paid for by the Board of Directors, or for injury or damage to person or property caused by the elements, or by another owner or person; or resulting from loss, damage, or theft of articles used or stored by owners. No diminution or abatement of assessments will be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common elements, or from any action taken to comply with any laws, ordinance or order of a governmental authority.

ARTICLE 10. MISCELLANEOUS

10.1 Fiscal Year. The fiscal year of the Association will be the calendar year unless otherwise established by Board resolution.

10.2 Parliamentary Rules. Except as may be modified by Board resolution, the current edition of *Robert's Rules of Order* will govern the conduct of Association proceedings when not in conflict with Washington law, the Articles, the Declaration or these Bylaws.

10.3 Conflicts. If there are conflicts between the provisions of Washington law, the Articles, the Declaration and these Bylaws, the provisions of Washington law, the Declaration, the Articles and the Bylaws (in that order) will prevail.

10.4 Notices. Notices for all purposes will be delivered in accordance with RCW 64.90.515, which states the following:

(a) Notice to the Association, Board, or any owner or occupant of a unit must be provided in the form of a record (i.e., either in a tangible medium or by electronic transmission).

(b) Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice.

i. Notice in a tangible medium to the Association may be addressed to the Association's registered agent at its registered office, to the Association at its principal office shown in its most recent annual report, the address stated in a notice to the owners, or to the President or to the Secretary at the address shown in the Association's most recent annual report or the address stated in a notice to the owners.

ii. Notice in a tangible medium to an owner or occupant must be addressed to the unit address unless the owner or occupant has required, in a record delivered to the Association, that notices be sent to an alternate address or by other method allowed by this section and the governing document.

(c) Notice may be provided in an electronic transmission as follows:

i. Notice to owners or directors by electronic transmission is effective only upon owners and directors who have consented, in the form of a record, to receive electronically transmitted notice and have designated in the consent the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of the Act and applicable law.

ii. Notice to owners or directors under this subsection includes materials that the Act or the governing documents requires or permits to accompany the notice.

iii. An owner or director who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in the form of a record.

iv. The consent of any owner or director is revoked if: The Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the Secretary or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

v. Notice to owners or directors who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the owner or director a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

vi. Notice to the Association in an electronic transmission is effective only with respect to an Association that has designated in a record an address, location, or system to which the notice may be electronically transmitted.

(d) Notice may be given by any other method reasonably calculated to provide notice to the recipient.

(e) Notice is effective as follows:

i. Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

ii. Notice provided in an electronic transmission is effective as of the date it is electronically transmitted to an address, location, or system designated by the recipient for that purpose, or has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

(f) The ineffectiveness of a good-faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

10.5 Amendment. Prior to the conveyance of the first unit by Declarant to a person other than a builder, the Board may unilaterally amend these Bylaws. These Bylaws may also be amended on a resolution duly adopted by the Board and approved by the affirmative vote of Members representing a majority of the total votes. Notwithstanding the above, the percentage of votes necessary to amend a specific clause will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

The foregoing Bylaws are adopted by Declarant under its authority to act as the Board of the Association during the Declarant Control Period and are intended to comply with the Washington Uniform Common Interest Ownership Act pursuant (WUCIOA) to CH. 64.90 RCW. In the event of a conflict between the terms of the foregoing Bylaws and the provisions of WUCIOA, the provisions of WUCIOA will control.

DATED February ____, 2020.

SEASIDE KINGSTON, LLC, a Washington
limited liability company

By: _____

Joshua Freed

Its: Authorized Signor