

**BYLAWS
OF
1116 SUMAS AVENUE CONDOMINIUM OWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is “1116 Sumas Avenue Condominium Owners Association”, hereinafter referred to as the “Association.” The Association shall be a non-profit corporation formed under the provisions of RCW 24.03A. The address of the corporation shall be 8758 Vinup Road, Lynden, Washington. Meetings of members and directors may be held at such places within the state of Washington, county of Whatcom, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

2.1. “Association” shall mean and refer to the 1116 Sumas Avenue Condominium Owners Association, its successors and assigns.

2.2. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.3. “Common Areas” shall mean and refer to all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members of the Association. The Common Areas to be owned by the Association at the time of the conveyance of the first Units are described in Article 5 of the Declaration.

2.4. “Common Maintenance Areas” shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the Members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

2.4.1. All the Common Areas; and

2.4.2. The Limited Common Areas

2.5. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of (1) a fee simple title to any Unit which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation) or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

2.6. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Recorder.

2.7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

3.1. Annual Meetings. The annual meeting of the Members shall be held on the second Thursday of January. The meetings will be held at a location selected by the Board of Directors which is convenient to all Members.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a Member.

3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering personally or by mailing a copy of such notice, postage prepaid, at least fourteen (14) days and not more than fifty (50) days before such meeting, to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4. Quorum. The presence of all Members at the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Member entitled to vote thereat shall have power to adjourn the meeting from time to time, without additional notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member may vote in person but not by proxy.

3.6. Voting. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Unit, nor shall any vote be divided. When more than one person holds an interest on any Unit, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning an interest in the Unit) to vote (in person or by Proxy) the vote for such Unit. Except as otherwise provided in the Declaration, Articles, or these Bylaws voting shall be governed by RCW 64.90.455 or any successor statute.

ARTICLE IV BOARD OF DIRECTORS - SELECTION - TERMS OF OFFICE:

4.1. Management of the Association. The affairs of the Association shall be managed by a Board of two (2) Directors who are Members of the Association.

4.2. Term of Office. Terms of office for individual Directors will be two (2) years and until their replacement is elected.

4.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

4.4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for the director's actual expenses incurred in the performance of the director's duties.

4.5. Telephone Meetings. Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other at the same time. Participation by such communications equipment means shall constitute present-in-person at a meeting.

ARTICLE V APPOINTMENT OF DIRECTORS

5.1. Each Owner shall have the right to appoint one director.

ARTICLE VI MEETING OF DIRECTORS

6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on a day agreed upon by the Board which is not a legal holiday. A schedule of all regular meetings of the Board of Directors shall be given to all the Members.

6.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any director, after not less than fourteen (14) days' notice to each Director and Member. The notice may be verbal, in writing or by electronic mail.

6.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board, unless the act of a greater number is required by the CC&Rs, Articles of Incorporation, or these Bylaws.

6.4 Member Attendance. Members are allowed to attend meetings of the Board of Directors. The first fifteen minutes of each meeting shall be set aside for the Members to comment on any proposed action by the board, before the Board of Directors votes.

ARTICLE VII
POWER AND RESPONSIBILITIES OF THE BOARD OF DIRECTORS

7.1. Powers. The Board of Directors shall have power to:

7.1.1. Obtain policies of insurance for Common Areas and Common Maintenance Areas.

7.1.2. Obtain legal and accounting services if necessary to the administration of Association affairs, the administration of the Common Areas and Common Maintenance Areas, or the enforcement of the CC&Rs and these Bylaws.

7.1.3. Pay from Association funds all costs of maintaining the Common Areas and Common Maintenance Areas.

7.1.4. If necessary, maintain any Unit if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas or (2) to preserve the appearance and value of the Properties or Unit. The Board may authorize such maintenance activities if the Owner or Owners of the Unit have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Unit, provided that the Board shall levy a special assessment against the Owner or Owners of such Unit and the Unit for the cost of such maintenance as per RCW 64.90.440 and 480 or any successor statute.

7.1.5. The Board may also pay any amount necessary to discharge any lien encumbrance levied against the entire Properties or any part thereof, which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Unit(s) responsible to the extent of their responsibility. This section shall not affect the right of any Owners, jointly and severally liable to the Association, to a right or contribution from other Owners also jointly and severally liable under this Section, for sums paid to the Association under this Section.

7.1.6. Pay all utility charges attributable to Common Areas and Common Maintenance Areas.

7.1.7. Pay all costs deemed appropriate by the Board to ensure adequate security for the Units and Common Areas and Common Maintenance Areas constituting the residential community created on the Properties.

7.1.8. Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contact shall be subject to the provisions of this Declaration.

7.1.9. Improve the Common Areas and Common Maintenance Areas with improvements to such areas exceeding \$15,000.00 needing the approval of all of the Members of the

Association responding by voting in person at a meeting duly called for this purpose.

7.1.10. Enter any Unit or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Unit or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Unit entered, in which case the cost shall be specifically assessed to the Unit and against the Owner of the Unit). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Unit, the cost of such repair or maintenance activity shall be specifically assessed to that Unit and against the Owner of that Unit. If the emergency or the need for maintenance or repair was caused by another Owner or another Unit, the cost thereof shall be specifically assessed against the Owner of the other Unit and against the other Unit.

7.1.11. Adopt (without any prior notice to the Members) and publish any rules and regulations governing the Members and their guests and establish penalties for any infraction thereof.

7.1.12. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

7.1.13. Impose annual and special assessments.

7.1.14. Open bank accounts on behalf of the Association and designate the signatories required.

7.1.15. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles or Incorporation, or this Declaration. The Board shall have all powers and authority permitted under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

7.1.16. Adopt and publish rules and regulations governing the use of the Common Maintenance Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for infractions thereof.

7.1.17. Exercise for the Association all powers, duties and authority which are vested in or delegated to this Association and which are not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the CC&Rs.

7.2. Responsibilities. The Board of Directors shall have the responsibility to:

7.2.1. Enforce the provisions of the CC&Rs and these Bylaws.

7.2.2. Cause to be kept a record of all the Association's acts and corporate affairs, including, but not limited to, corporate finances.

7.2.3. As more fully provided in the CC&Rs and state law:

7.2.3.1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period.

7.2.3.2. Send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual due date.

7.2.3.3. Take any and all enforcement action deemed necessary to fulfill the objectives and provisions set forth in the CC&Rs or the Bylaws.

7.2.3.4. Foreclose the lien against any property for which assessments or other charges are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obliged to pay the same.

7.2.3.5. Take such action, as the Board deems appropriate, to collect any other funds owed to the Association by Association Members or by third parties, including recording and foreclosing any liens upon Member's Units for assessments or other charges due the Association, including foreclosure of assessments or liens placed on property for non-compliance with the CC&Rs. (See RCW 64.90.485 or any successor statute.)

ARTICLE VIII OFFICERS AND THEIR DUTIES

8.1. Enumeration of Offices. The Officers of this Association, who will also serve as Directors of the Association, shall be a President, a Vice-President, a Secretary, and a Treasurer. The Officers of the Association shall be elected by the Board.

8.2. Term. An Officer shall hold office for the duration of tenure as a Director of the Association unless he or she sooner resigns, or shall be removed or otherwise be disqualified to serve.

8.3. Meetings. The Officers and Board members shall conduct meetings as needed to accomplish the business of the Association and duties of the Officers. Those meetings are generally held monthly, on the second Thursday of each month, with the annual meeting held on the second Thursday of January of each year. The date and location of each meeting is within the discretion of the Officers and will be made available to the Association in regular notices in advance of the meeting.

8.4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office may be filled by appointment by the remaining Officers.

The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer being replaced.

8.7. Multiple Offices. The offices of Vice President, Secretary and Treasurer may be held by the same person. The President shall not simultaneously hold any of the other offices.

8.8. Duties. The Officers and their duties are:

8.8.1. President:

8.8.1.1. prepare meeting agendas.

8.8.1.2. preside at all meetings of the Board of Directors.

8.8.1.3. ensure that orders and resolutions of the Board of Directors are carried out.

8.8.1.4. sign all leases, mortgages, deeds and other written instruments.

8.8.1.5. co-sign all checks and promissory notes.

8.8.2. Vice-President:

8.8.2.1. act in the place of the President in the event of his or her absence, inability or refusal to act.

8.8.2.2. exercise and discharge such other duties as may be required of him or her by the Board of Directors.

8.8.3. Secretary:

8.8.3.1. keep the minutes of all meetings and proceedings, including votes of the Board of Directors and the Members; maintain records of such minutes and proceedings, including votes.

8.8.3.3. serve notice of meetings of the Board of Directors and the Members.

8.8.3.4. perform such other duties as required by the Board of Directors.

8.8.3.5. maintain the official records of the Association in accordance with RCW 64.90.495 and any successor statute.

8.8.4. Treasurer:

8.8.4.1. keep proper books of account.

8.8.4.2. send notices of dues and assessments to Members.

8.8.4.3. receive and deposit all cash receipts of the Association into appropriate bank accounts.

8.8.4.4. monitor delinquent accounts and advise the Board of Directors on appropriate collection actions.

8.8.4.5. assure that a reserve study is performed if and as required by RCW 64.90.545, 550, 555, and 560 or any successor statute.

8.8.4.6. disburse funds of the Association upon the presentation of properly rendered and approved vendor invoices or as directed by resolution of the Board of Directors.

8.8.4.7. sign all checks and promissory notes of the Association.

8.8.4.8. arrange for an annual review of the Association's insurance coverage.

**ARTICLE IX
BOOKS AND RECORDS**

The books, records and papers, excluding confidential voting ballots, of the Association shall at all times, during reasonable business hours, be available for inspection by any Member.

**ARTICLE X
ASSESSMENTS**

10.1. As more fully provided in the CC&Rs, each Member is obligated to pay to the Association annual and special assessments, and other charges, fines, or penalties. All such charges or fees are secured by a continuing lien upon the Property against which the assessment or other charge is made. Any assessments or other charges which are not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of 12 percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment or other charges. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and Common Maintenance Areas or abandonment of the Owner's Unit. The personal liability of any Owner for delinquent assessments or other charges shall not pass to his or her successors in title unless expressly assumed by them. Liens for delinquent assessments and other charges shall be recorded in the office of the Whatcom County Recorder.

10.2. The assessments levied by the Association under Article VII of the CC&Rs shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvements and maintenance of the Common Areas and Common Maintenance Areas as provided in Article VI of the CC&Rs.

10.3. The annual assessment may be increased:

10.3.1. each year up to ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

10.3.2. by more than ten percent (10%) over the previous year's maximum annual assessment if approved by two-thirds (2/3) of the Members of the Association, voting in person or by proxy at a meeting duly called for this purpose.

10.4. The Board of Directors shall fix the annual assessment in accordance with the above recited standards with assessments made in January of each year and due no later than February 28th.

**ARTICLE XI
AMENDMENTS**

11.1. These Bylaws may be amended by a majority of the Board of Directors. The Members shall

have concurrent power to amend the Bylaws at a regular or special meeting of the Members, by a vote of a majority or a quorum of Members present in person or by proxy.

11.2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the CC&Rs and these Bylaws, the CC&Rs shall control.

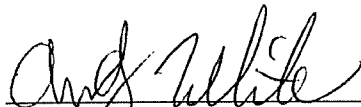
**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

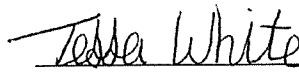
**ARTICLE XV
DELEGATION OF USE**

Any Owner may delegate his or her right of enjoyment of Common Areas and Common Maintenance Areas to members of their immediate family, or to tenants and their immediate family living at the residence. In the event an Owner rents or leases his or her Property, a copy of these Bylaws and the Declaration, as well as any rules or regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of these Bylaws and the Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Unit, shall be responsible for any damages to any Common Areas or Common Maintenance Areas (or any other areas maintained by the Association) or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor, or other licensee or invitee. The Association shall have a lien upon the Owner's Unit for the amount of damages, which shall be assessed or collected against the Owner or Owner's property as any other assessment.

IN WITNESS THEREOF, we, being the Directors of 1116 Sumas Avenue Condominium Owners Association, have hereunto set our hands this 28 day of February 2026.



Andrew White



Tessa White

