

Amended Bylaws of the Whipple Creek Place Homeowners Association

RECITALS

WHEREAS, The Master Association of Whipple Creek Place, with Officers from Sub-Associations 1, 2, and 3, adopted **Initial Bylaws of the Whipple Creek Place Homeowners Association** on July 16, 2020, pursuant to RCW24.03.070; and

WHEREAS, the Members of the Whipple Creek Place Homeowners Association's Sub-Association 1, 2 and 3, voted to approve **Amended and Restated Declaration of Covenants, Conditions & Restrictions for Whipple Creek Place Homeowners Association** (Declarations) which consolidated all Associations into one HOA, and that Declaration was recorded in Clark County on September 19, 2024, as auditor file number 6205807, and

WHEREAS, those Amended and Restated CC&Rs replaced the Master and Sub-Association Declarations that made many provisions in the initial Bylaws non-compliance with those CC&Rs, and

WHEREAS, the amendment clause of the initial Bylaws, Article 10.1, allows the Bylaws to be amended by a majority vote of serving Directors of the Board to bring them into compliance with provisions in future adopted Association Declarations that supersede provisions in the initial Bylaws.

NOW, THEREFORE, the Board of Director of the Whipple Creek Place Homeowners Association hereby adopts these **Amended Bylaws of the Whipple Creek Place Homeowners Association**, replacing the initial Bylaws.

ARTICLE 1

1.1 Name. The name of the Association is Whipple Creek Place Homeowners Association.

1.2 Principal Office. The principal office of the Association shall be the current president's address, or if a Managing Agent is employed by the Association, the Managing Agent's address.

1.3 Registered Agent/Address. The registered agent shall be set forth in the Association's Nonprofit Corporation Annual Report filed each year with the Washington Secretary of State.

The address of the registered agent must be the physical address of its office in the state of Washington.

1.4. Other Offices. The Association may have such other offices as the Board of Directors (hereafter referred to as Board) may designate or the Association may require from time to time.

1.5. Definitions. The Definitions for these Bylaws are the definitions in the Declarations.

1.6 Interpretation. In the case of any conflict, the provisions of State Laws, the Plats, the Declaration, the Articles of Incorporation, and these Bylaws shall prevail in that order, unless the higher defers to the lower.

ARTICLE II ELECTION OF DIRECTORS AND OFFICERS, THEIR POWERS AND DUTIES

2.1 Election and Number of Directors. After the initial terms of the seven Directors elected by the Membership pursuant to Section 3.5 of the Declaration have expired, at the close of each Annual Membership Meeting in which there is a quorum, Owners shall elect Directors to replace Directors whose terms have expired to serve two (2) year terms as provided in Section 3.5 and 4.1 of the Declaration, thus maintaining staggered terms with three (3) Directors elected one year and four (4) Directors the next. Directors shall serve until their successor has been elected, but there shall be no limitation on the number of terms a Director may serve.

Electing Directors for open positions each year shall be as follows:

- 2.1.1 Approximately 60 days before the Annual Membership Meeting, the Secretary, or Managing Agent, if employed, shall send Owners a form on which they may declare their desire to run for an open Director's position. That form must be returned no later than 30 days before the Annual Meeting.
- 2.1.2 At least 14 days before the Annual Meeting, the Secretary or Managing Agent, if so employed, shall provide Owners a ballot to vote on new Directors for open positions. That ballot shall include all Owners who have declared their candidacy and who meet the qualification outline in Section 2.2 of these Bylaws.
- 2.1.3 On that ballot, voting Owners must attest that he/she is the legal Owner of a lot within the Association, provide the street address for that Lot, and sign, and date the ballot.
- 2.1.4 Ballots must be returned and received at least three (3) business days prior to the Annual Meeting to be counted.
- 2.1.5 The results of the election will be announced at the close of the Annual Membership Meeting.
- 2.1.6 If insufficient Owners step up to fill open Directors positions, the Board may appoint Owners to fill those vacant positions at the Annual or later Board meeting as provided in Section 2.3.3 of these Bylaws.

2.2 Directors Qualifications. All directors shall be an Owner and at least 18 years of age. If two or more persons share in the ownership of a Lot or Lots, they cannot concurrently serve on the Board unless one or more own another Lot within the Whipple Creek Place Subdivision. Directors must be in good standing, current with all financial obligations and in compliance with the HOA's governing documents and remain so during their term. Board Members must consent to receiving electronic communications.

2.3 Removal of Directors and Filling Vacancies.

2.3.1 Any Director may be removed, with or without cause, by the vote of Members holding at least a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given at least fourteen (14) days' notice prior to any meeting called for that purpose, and such notice shall also be delivered to all Members, informing them of the purpose of such meeting. Upon removal of a Director, the Members shall elect a successor for the remainder of the term of such director.

2.3.2 At any meeting at which a quorum is present, a majority of the directors may remove any Director who has three consecutive unexcused absences from Board meetings.

2.3.3 Vacancies in the Board, for whatever reason, may be filled by appointment through the affirmative vote of a majority of the remaining Directors, even though less than a quorum of the Board may exist. Director so appointed shall serve until their successor is elected.

2.4 Authority and Powers of the Board. The management of the affairs, property, and interests of the Association shall be vested in the Board which shall have all the powers and authority conferred upon it by the laws of the State of Washington, the Declaration, the Articles of Incorporation, and these Bylaws, including but not limited to the following:

2.4.1 To adopt reasonable rules, regulations, and resolutions to establish fines for the infraction thereof, and to amend the same from time to time, regarding maintenance of Lots, homes, and appurtenances as outlined in Sections VI. Maintenance, VII. Prohibited Uses, and VIII Development Standards of the Declaration and the respecting of the use and enjoyment of the Common Areas, as may be necessary. Such rules and regulations, and amendments thereto, shall be binding upon the Members when the Board has approved them in writing and mailed a copy of such rules and regulations, and all amendments to each Member at the address of the Member reflected in the records of the Association.

2.4.2 To employ under contract, at the Board's discretion, a licensed, bonded, and insured, professional property management company, hereafter referred to as the "Managing Agent", to manage and direct routine business and day-to-day operations on behalf of the Association. In the event the Board elects to employ a Managing Agent some duties of the Board, officers, or committee chairpersons may be assigned to the Managing Agent. In the event duties are assigned to a Managing Agent, officers or

committee chairpersons shall act to ensure the Managing Agent fulfills their respective duties.

2.4.3 Shall either directly, or cause the Managing Agent as provided in its contract with the Association, or upon an approved motion by the board as recorded in the minutes of a Board meeting to:

2.4.3.1 Notify Owners of reasonable rules, regulations, and resolutions with a fines schedule for the infraction thereof.

2.4.3.2 Collect all assessments, including fines or damage charges, and interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including reasonable attorneys' fees, whether or not a lawsuit is commenced, for violations of the rules and regulations herein referred to or otherwise adopted by the Board.

2.4.3.3 Open bank accounts in the name of the Association and to designate signatories to such bank accounts in accordance with Sections 4.3 and 4.4 of these Bylaws.

2.4.3.4 Open a reserve account in the name of the Association with a financial institution to fund major maintenance, repair, and/or replacement of common property that may be required within thirty years as identified in an annual reserve study.

2.4.3.5 Have and continuously maintain in the State of Washington a registered agent in accordance with State Statutes.

2.4.3.6 File a nonprofit corporation annual report with the Washington Secretary of State each year within thirty (30) days after the Association's Annual Membership Meetings in December.

2.4.3.7 File federal tax form(s) that the IRS may require non-profit homeowner associations to file each year pursuant to the Internal Revenue Code.

2.4.3.8 Use General Assessments exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such Assessments shall be expended by the Association as outlined in Section 5.1 of the Association's Declaration.

2.4.3.9 Remove any officer, with or without cause, by an affirmative vote of the Board whenever in their judgment the best interest of the Association will be served thereof.

2.4.3.10 The Board, or Managing Agent, upon Board approval, may file a lien on the property of an Owner who has become delinquent in paying their Assessments.

2.7 Officers Duties.

2.7 .1 President. The president shall be the principal operating and administrative officer and shall possess the power to sign all certificates, contracts, conveyance, and encumbrance documents, or other instruments of the Association authorized by the Board. The president's duties include:

2.7.1.1 Shall schedule all meetings of the Association.

2.7.1 2. Shall preside at all meetings of the Association.

2.7.1.3 Shall give a report on the condition of the Common Areas and any maintenance issues, and what was accomplished during the year, and what is planned for the upcoming year.

2.7.1.3 May, by a written statement, authorize the Managing Agent if so employed, to sign contracts for work that has been budgeted for, and approved by the Board.

2.7.2 Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Vice President shall undertake such other duties as the Board and/or the President may, within the scope of their authority, delegate to the Vice President.

2.7.3 Secretary. The secretary shall either directly, or cause the Managing Agent as provided for in its contract with the Association, or upon an approved motion by the Board as recorded in the minutes of a Board meeting to:

2.7.3.1 Prepare and publish written notices of all meetings of the Association.

2.7.3.2 Keep minutes of all meetings, including but not limited to, those persons in attendance at the meetings, motions made and votes thereon, and other business conducted and decided upon at such meetings.

2.7.3.3 Prepare, preserve, and maintain written minutes of all actions taken by the Association.

2.7.3.4 Make available to Owners of record for examination and copying the minutes of any Board meeting not more than sixty (60) days after the meeting. The minutes of the previous Board meeting shall be approved by the Board at the next meeting.

2.7.3.5 Provide written notice to Owners no later than December 15 of a calendar in which Assessments are to increase for the next calendar year.

2.7.3.6 Make available for examination, by all Owners, holders of mortgages on the lots, and their respective authorized agents, all records of the Association, including the names and addresses of Owners and other occupants of the lots, upon reasonable advance notice and during normal working hours. If the Association has employed a Managing Agent, records will only be available at the Managing Agent's office, otherwise, arrangements will be made to make them available on the Property. The cost of inspecting or copying records shall be borne by the Owner, mortgage holder, or representative, and those doing so must have a purpose for inspection reasonably related to membership interests. Use or sale of Owners lists if obtained by inspection or copying is prohibited. The Association, secretary, or Managing Agent shall not release the unlisted telephone number of any Owner.

2.7.3.7 The secretary or Managing Agent shall turn over all original books and records to the Association immediately upon the secretary's termination from the office, or the Managing Agent's relationship with the Association is terminated, or upon such other demand as is made by the Board. The secretary and Managing Agent are entitled to keep copies of Association records. All records that the Managing Agent has turned over to the Association shall be made reasonably available for examination and copying by the Managing Agent.

2.8.4 Treasurer. The treasurer shall either directly, or cause the Managing Agent as provided for in its contract with the Association, or upon an approved motion by the Board as recorded in the minutes of a Board meeting to:

2.8.4.1 Deposit all funds belonging to the Association in bank accounts in accordance with Section 4.3 of these Bylaws.

2.8.4.2 Present a report at the Association's Annual Meeting on the financial health of the HOA and any funding issues.

2.8.4.3 If requested, after the close of the prior year's books of accounting, prepare and present a report on the financial affairs of the Association, including but without limitation:

- a) The balance of funds at the beginning of the prior year.
- b) All funds collected or received during the prior year.
- c) Designation by depository institution, account number and ending balance, of all accounts into which said funds were deposited.
- d) All expenses and costs paid during the prior year.
- e) The balance of funds at the end of said year.

2.8.4.4 Keep, maintain, prepare, and publish, on a calendar year basis, books of accounts detailing receipts and other expenditures of the Association and other records sufficiently detailed to enable the Association to fully declare to each Member the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Association.

2.8.4.5 The Treasurer or Managing Agent shall turn over all original books and records to the Association immediately upon the president's termination from office, or the Managing Agent's relationship with the Association is terminated, or upon such other demand as is made by the Board. The president and Managing Agent are entitled to keep copies of Association records. All records that the Managing Agent has turned over to the Association shall be made reasonably available for examination and copying by the Managing Agent.

2.9 Execution of Documents. The President and Secretary of the Association, together, shall have the right to prepare, execute, certify, and record amendments to the governing documents of the Association on behalf of the Association.

ARTICLE III – MEETINGS AND NOTICES

Meetings of the general Membership of the Association and the Board of Directors shall be noticed, held, and conducted in accordance with the Declarations and WA state law.

ARTICLE IIII - COMMITTEES

4.1 Designation and Authority. The Board may, by a resolution passed by the Board, designate one or more committees, each of such committees to consist of at least one director, who shall be the committee chairperson, and as many Members of the Association as the Board deems appropriate. Such committee or committees shall have such name or names as may be determined from time to time by the resolution adopted by the Board. Committees may and shall:

4.1.1 Investigate, review, and make recommendations to the Board concerning the subject for which it was formed.

4.1.2 Exercise the powers of the Board in the management of the business and affairs of the Association only to the extent provided in said resolution.

4.1.3 Keep regular minutes of their proceedings and report the same to the Board as required.

The Chairperson of each committee is responsible for adhering to the guidelines set by the Board.

4.2 Limitations. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed upon the Directors by law, the Declaration, and these Bylaws. Committees may advise the Board on matters which call for a vote of the Association but shall not take any action thereof.

ARTICLE V - FINANCIAL POLICY

5.1 Fiscal Year. The Association's fiscal year shall be the calendar year.

5.2 Financial Statement and Audit. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. The financial statement shall be audited at least annually by an independent certified public accountant.

5.3 Bank Accounts and Deposit of Funds. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other associations, or with the funds of any Managing Agent or any other person responsible for the custody of such funds. The money shall be deposited in interest-bearing checking or savings accounts or certificates of deposits (CDs) that are federally insured at such bank(s) or credit union(s) that the Board shall designate or permitted by the Managing Agent in its contract with the Association.

5.4 Bank Account Signatures and Withdrawal of Funds. All checks and drafts against the Association's bank accounts shall be signed by the president, secretary, or any other director as the Board may authorize, or if a Managing Agent is employed, any responsible employee the Managing Agent shall designate as signatories. Signatories shall not be related to each other. All disbursement of funds as provided for any budget ratified by the Board may be made without Board approval upon commencement of the work and verification of its completion. All other unbudgeted expenditures may be made only with the approval of the Board except in case of prompt actions necessary for the proper maintenance, operation, or care of the Association property not exceeding \$1,500 or in emergencies requiring prompt action to minimize loss.

5.5 Financial Contracts. All financial committed contracts made by the Board dealing with the current year shall be honored by the new Board and reflected in the new budget statement for the ensuing year.

5.6 Compensation. Directors, officers, and committee members shall not receive compensation from the Association but may be reimbursed for actual authorized expenses incurred on behalf of the Association.

ARTICLE VI - INDEMNIFICATION OF DIRECTORS, OFFICERS, AND AGENTS

The Association and Board shall have the power to fully indemnify, defend and hold harmless any existing or former member, director, officer, or agent of the Association for any action they take or liability to which they are exposed by reason of their relationship or connection with the Association. This power shall be full and complete as allowed by applicable Washington State and Federal law. Unless acting in bad faith, or in gross negligence, neither the Board as a body nor any director, officer, committee member or agent of the Association shall be personally liable to the Association or any Member in any respect for any action or lack of action arising out of the execution of his office. Each Owner shall be bound by the good faith actions of said directors, officers, committee members, and agents in the execution of their duties. In the event any director, officer, committee member or agent of the Association is made a party to any proceeding because the individual is or was a director, officer, committee member or agent of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors from their fiduciary responsibilities, to serve to contravene state or federal law.

ARTICLE VII – AMENDMENTS

7.1 Amendment of Bylaws by the Board. These Bylaws may be amended by a majority vote of serving directors of the Board to bring them into compliance with provisions in Federal, State, and local statutes, and the Association's Declaration and Articles of Incorporation that may be amended or adopted in the future that would supersede provisions in these Bylaws.

Also, the Board may amend or repeal these Bylaws and adopt new Bylaws, in whole or in part, by a 7nanimous vote of the Board at a Board Meeting which is properly called and noticed.

7.2 Amendment by the Association Members.

The Members of the Association may also amend these bylaws, in whole or in part, with the approval of sixty-seven percent (67%) of Owners of Lots within the Association.

7.3 Limitations. Notwithstanding how the Bylaws are amended, the provisions thereof shall not be amended to be inconsistent with Federal and State laws, The Articles of Incorporation, and the Declaration.

7.4 Effective Date. These Amended Bylaws shall become effective on the date they are sent to Homeowner in accordance with WA state law.

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CERTIFICATION OF ADOPTION

The undersigned, being the President and Secretary of the Whipple Creek Homeowners Association, certifies that on the 2nd day of June, 2025, at a properly scheduled meeting of the Board of Directors, the Directors adopted these Amended Bylaws of the Whipple Creek Place Homeowners Association.

WHIPPLE CREEK HOMEOWNERS ASSOCIATION

By: [Signature]
Ray Hammitt Its President

By: [Signature]
Michael Raymond Its Secretary

STATE OF WASHINGTON)
:SS.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Ray Hammitt and Michael Raymond are the persons who appeared before me, and said persons acknowledge that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 6/07/2025
[Signature]
Signature of Notary Public

Notary
Title of Office

My commission expires: 5/10/2028