

**BY-LAWS**  
**OF**  
**MORNINGVIEW RIDGE HOME OWNERS ASSOCIATION**

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**Article I**

**Name and Location of Meetings**

The name of the corporation is Morningview Ridge Homeowners Association, hereinafter referred to as the "Association." Meetings of the Members and Directors may be held at such places within the State of Washington, County of Pierce, as may be designated by the Board of Directors.

**Article II**

**Membership**

The membership of the Association shall consist of one class of Members, being any individual who is the owner of a residential lot within the various plat of Morningview Ridge as described in that Amendment to Declaration of Covenants recorded under Pierce County Auditor's recording no. 200210010346. The Homeowners Association created herein is established by that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded under Pierce County Auditor's Recording No. 20012130275.

**Article III**

**Management**

The business and property of the Association shall be managed by a Board of Directors.

## Article IV

### Meeting of Members

**Section 1: Annual Meeting.** The regular annual meeting of the Members shall be held during November or December of each year.

**Section 2: Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote 10% of all of the votes of the membership.

**Section 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 mailing a copy of such notice, postage prepaid, at no less than 14 nor more than 60 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, the business to be placed on the agenda by the board of directors for a vote by the members, and, in the case of a special meeting, the purpose of the meeting.

**Section 4: Quorum.** The presence at the meeting of Members or proxies entitled to cast twenty-five percent (25%) of all the votes of the membership shall constitute a quorum for any action. If, however, such a quorum shall not be present or represented at any meeting, a majority of the Members present and entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5: Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Residential Lot.

**Section 6: Members.** Every Owner of a Residential Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by the Association.

**Section 7: Voting Rights.** The Association shall have one class of voting membership comprised of all Owners who shall be entitled to one vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Residential Lot.

**Section 8: Definition.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the plat of Morningview Ridge and which may be more particularly defined in paragraph 3.17 of the Declaration of Covenants, Conditions and Restrictions.

## **Article V**

### **Board of Directors: Selection, Term of Office**

**Section 1: Number.** The number of Directors shall be at least three (3), but no more than five (5) Directors, and each Director must be a Member of the Association.

**Section 2: Term of Office.** Directors are elected as provided in Article VI of these bylaws to a term of two years.

**Section 3: Removal of Director and Director Voting Privilege.** Any Director may be removed from the Board, with or without cause, by a majority vote of all the Members of the Association. The board, by majority vote, may suspend the voting rights of a Director who is 30 days or more in arrears in the payment of any assessment or fees due to the Association, said Director shall be ineligible to cast a vote on any motion made by the Board of Directors or any other Association business and shall remain ineligible to vote until all payments, including interest thereon, are brought

current and any other default is remedied. While suspended, the Director is included for purposes of determining quorum.

**Section 4: Vacancies.** Any vacancy in the Board of Directors created or caused by any reason whatsoever may be filled by the affirmative vote of a majority of the remaining board of directors even though less than a quorum is present. The Board may only appoint an Owner who meets the eligibility requirements of Article VI, Section 3. A Director wishing to nominate a member must communicate said member's name in writing to each director at least 7 days prior to the meeting of the board. A director elected or appointed, as the case may be, to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

## **Article VI**

### **Nomination and Election of Directors**

**Section 1: Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made by any member to the Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled.

**Section 2: Election of Directors by Members.** Once the nominating committee has made its nominations, then a list of the committee nominations and member nominations, together with a ballot, shall be sent to all members by regular mail and members shall then vote to determine which nominees will be elected to fill the vacancies on the Board of Directors. Said ballots shall be returned to such person or entity and at a time as may be designated by the nominating committee. Those persons receiving the largest number of votes shall be elected to the vacant Director

positions, and shall then serve a two year term as Director beginning at the conclusion of the annual member meeting held in conjunction with the election.

**Section 3: Nominee Eligibility Requirements.** Nominee must be a member of the Association. If a member shall be in arrears in the payment of any assessment or fees due to the Association for a period of 30 days or more, said member shall be ineligible to run for a position on the Board of Directors, and shall remain ineligible until all payments, including interest thereon, are brought current and any other default is remedied.

## **Article VII**

### **Meeting of Directors**

**Section 1: Regular Meeting.** Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these Bylaws. Notice to directors and members must be made according to procedures in this section when a change to the schedule for regular meetings is made, or when meetings are scheduled outside of the regular schedule. Director notice of meeting schedule must be made at least 5 days prior to the scheduled meeting by email, or 7 days prior to the scheduled meeting by regular mail. To receive notice by email, a director must submit approval electronically to the Secretary, using the email address to be approved, and indicating approval for email notification along with the approved email address to be used for said notices. Internet posting will be considered adequate notice of meetings to members if the meeting date is prominently displayed on the association web site calendar page at least 5 days prior to the meeting. In the event internet posting is not available, direct mail notice must be made to members at least 7 days prior to a change in the scheduling of regular meetings, or the scheduling of individual meetings outside of the regular schedule. If notice is not made as specified in this section, the scheduled meeting must be postponed until such time as appropriate notice can be given.

**Section 2: 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.

**Section 3: Waiver of Notice.** Attendance of a Director at a meeting shall constitute a waiver of notice for such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the Directors whether before or after the time stated for the meeting shall be equivalent to the giving of notice.

**Section 4: Member Comment at Meeting of Directors** Member comments must be addressed to the chairperson. Members may only address the board in the manner and during the time periods designated in this rule. Directors may not interrupt the commenting member nor engage commenting members in debate, but may rise to a point of order to bring a rules infraction to the attention of the chair. Directors, through the chairperson, may ask for a clarification from the commenting member at the conclusion of the member's comment. Members must refrain from profanity and may not engage in character attacks against a director or other members. Determination of inappropriate character attack will be at the sole discretion of the chairperson, but may not be used by the chair to prohibit members from commenting on the adequacy of director performance. The board meeting will be immediately adjourned by the chair when member or director discussions refuse to respond to the instructions from the chair.

Members or member agents will be granted permission by the chairperson to address the board under the following circumstances:

- The chair will open the floor to member comments prior to any vote to amend by-laws or other association rules. The floor will be opened to member comments immediately after conclusion of director debate, but prior to a vote by the directors. Members are restricted to comments related to the issue on the floor.

- The chair will open the floor to member comments prior to a procedural vote if requested by any director.
- The chair will open the floor to member comments during the first 15 minutes of every board meeting. Each member wishing to address the Directors shall be allotted 3 (three) minutes in which to make their comments. Members may comment on any issue at that time. Official business may not impinge upon member comment period.
- The chair may recognize members rising to a point of order or requesting a clarification of proceedings at any time during the meeting. The chair will not tolerate abuse of this privilege by members attempting to interject comments or interrupt proceedings. Determination of abuse will be at the sole discretion of the chair.

**Section 5: Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining consent in the form of a record from all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. A record of such action shall be included in the minutes of the first meeting following the action.

## **Article VIII**

### **Powers and Duties of the Board of Directors**

**Section 1: Powers.** The Board of Directors shall have power to:

- (a) exercise for the Association all powers, duties and authority vested in provisions of these By-Laws, the Articles of Incorporation, and the Declaration that are not otherwise reserved to the membership;
- (b) declare the office of the member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(d) file legal action on behalf of the Association to enforce any covenants affecting the properties.

**Section 2: Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting which such meeting has been called by the Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Protective Covenants and Restrictions of Morningview Ridge Homeowners Association, as amended, to;

a. fix the amount of any assessments against a Residential Lot and to send a written notice of such assessment to every owner at least thirty (30) days in advance of such assessment.

b. foreclose any liens against the property for which assessments are not paid within the time period or amount past due set by the Board of Directors from time to time, or to bring an action at law against the Owner personally obligated to pay the same.

(d) procure and maintain at the discretion of the Board of Directors adequate hazard insurance on property owned by the Association;

(e) cause all officer or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(f) cause the property held by the Association to be maintained in accordance with the provisions of the Protective Covenants and Restrictions.

## **Article IX**



## **Officers**

**Section 1:** The officers of the corporation shall be elected annually by the Board of Directors at a meeting scheduled for that purpose.

**Section 2: President.** The President of the Board of Directors shall supervise all activities of the corporation; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the corporation; and perform such other duties usually inherent in such office.

**Section 3: Vice-President.** The Vice-President of the Board of Directors shall act for the President in his absence and perform such other acts as the President may direct.

**Section 4: Secretary.** It shall be the duty of the Secretary of the Board of Directors to keep all records of the Board of Directors and of the corporation, and to perform such other acts as the President may direct.

**Section 5: Treasurer.** The Treasurer is responsible for Association funds under direct association control and will maintain said funds in bank accounts designated by the Board. The Treasurer also shall oversee service provider handling of funds belonging to the association, service provider payment of all obligations incurred by the association, and the rendering of periodic financial reports by service provider.

## **Article X**

### **Compensation**

That neither the officers nor members of the Board of Directors shall receive compensation for their services, however, the Association may reimburse such Director or officers for any out-of-pocket expenses incurred for and on behalf of the Association.

## **Article XI**

### **Assessments**

**Section 1:** Each member is deemed to covenant and agree to pay the Association:

(a) **Annual Assessments.** The Board of Directors shall fix the regular or annual assessment at least thirty (30) days prior to the commencement of the annual or regular assessment period and it shall be done in accordance with paragraph 9.3 of the Declaration. In the event there is a proposed increase in the annual or regular assessment by more than five (5%) percent, then it must be approved by the membership as designated in section 2 of this article.

(b) **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy a special assessment applicable only to the year in which the assessment is made for the purpose of defraying in whole or in part the cost of any unexpected repair or replacement of capital improvements upon the common areas including necessary fixtures and personal property located therein. That any special assessment for the construction of new facilities or the acquisition of new equipment and which is not for the repair or replacement of existing construction or equipment shall require approval of the membership as designated in section 2 of this article.

**Section 2. Approval of Assessments.** All annual and special assessments shall require the approval of the majority of the Board, unless the approval authority is otherwise reserved to the membership. Where such approval is reserved to the membership, approval shall require an affirmative vote of a majority of the eligible voting members of the Association.

**Section 3. Uniform Rate.** All annual and special assessments shall be fixed at a uniform rate for all lots that are affected by that specific assessment.

**Section 4. Date of Commencement of Annual Assessment; Due Dates.** As to each particular lot involved, the liability for the annual assessment shall begin on the 1st day of January of each calendar year and shall be payable on or before the 31st day of January of each year so long as the assessment is in effect. In the event the annual assessments is increased or decreased as provided for in these By-Laws, then the new assessment rate shall begin on the first day of January following the meeting at which the annual assessment rate was changed. The due date of any special assessment as provided herein shall be fixed by the resolution authorizing such assessment.

**Section 5. Effect of Non-payment of Assessments; Remedies.** If any assessment or monthly payment is not paid on or before the due date, the assessment shall bear interest at the rate of twelve percent (12%) per annum. Accounts in significant default, as determined by the Board, will have a default lien filed on the property, and a fee will be charged to the account to defray the expenses of lien filing, lien release, and Association time and costs in preparing and filing the lien. The Association may bring an action at law against member(s) personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit.

**Section 6. Hardship Exemption.** Members may appeal to the Board for relief of Default Account Status or temporary relief of annual or monthly payment plan payments, interest or charges by submitting a written appeal to the Board detailing the circumstances of the hardship and a proposed monthly payment plan. Based on the hardship and at its discretion, the Board may waive fees and/or interest on an approved payment plan. In extreme hardship situations, the Board may temporarily suspend payments, interest and/or charges for a period not to exceed 6 months. Members may apply for an additional hardship exemption if a hardship still persists at the end of an approved hardship exemption plan.

**Section 7. Annual Budget.** Within thirty (30) days after the adoption by the Board of Directors of any proposed regular or special budget of the Association, the

Board shall set a date for a meeting of the owners to consider ratification of the budget not less than fourteen (14), nor more than sixty (60) days after mailing of the summary. Unless at that meeting the owners of a majority of the votes in the Association reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the Board of Directors.

## **Article XII**

### **Contracts, Loans, Checks, and Deposits**

**Section 1: Contracts.** The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

**Section 2: Loans.** No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loans shall be made by the corporation to its Directors or officers.

**Section 3: Checks, Notes, Drafts, Etc.** All check, notes, drafts or other orders for the payment of money of the corporation shall be signed, endorsed or accepted in the name of the corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by any officer or officers authorized by the Board of Directors to make such designation.

**Section 4: Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may designate.

## **Article XIII**

### **Waiver of Notice**

Whenever any notice is required to be given to any member or Director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Washington Non-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **Article XIV**

### **Indemnification**

To the full extent permitted by the Washington Non-Profit Corporation Act, the Corporation shall indemnify any person who was or is a party 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 said person is or was a Director or officer of the corporation, or is or was serving at the request of the corporation as a Director or officer of another corporation, against expenses (including attorneys' fees, judgment, fines and amounts paid in settlement) actually and reasonably incurred by said person in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnification of any other person which the corporation has the power to indemnify under the Washington Non-Profit Corporation Act.

## **Article XV**

### **Amendments**

The board may, from time to time, by a vote of the majority of the directors of the board, alter, amend or repeal the Bylaws of the Association to the extent provided for, by and consistent with the Declaration. Motion to alter, amend or repeal the Bylaws of the Association or other operating rules of the Association must be communicated in

writing to each director at least 7 days prior to the meeting of the board to be eligible for a vote, except that amendments to a proposed motion may be made within the 7 day period or at a meeting of the board without requiring an additional 7 day notice. The 7 day notice rule may be waived upon unanimous approval of directors at a duly convened meeting of the board.

## **Board Adoption**

AS ADOPTED BY THE BOARD OF DIRECTORS this 18 day of March, 2015, and certified in the meeting minutes thereof.