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CITY,STATE,ZIP Vancouver, WA 98682

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**ORDER NO.:** 

DOCUMENT THE STATE OF THE STATE	
DOCUMENT TITLE(s)  1. Declaration of Amendment to Bylaws of Songbird Homeowners Association	
Declaration of Amendment to Bylaws of Songbird Homeowners Association     2.	
3.	
4.	
REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:	
☐ Additional reference numbers on page z of document  1. 4331004	
2.	
3.	
GRANTOR(s): (last name, then first name and initials)	
I. Songbird Inc	
2.	
3.	
□additional names on page of document	
GRANTEE(s): (last name, then first name and initials)	
1. Song bird Phase I	
2. Song bind phuse 1	
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TRUSTEE:	
1.	
LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Township, Range)	
SEC 33 T3N RIE	
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ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):	
1. 188935-cm	
2. 188 936-00	
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# DECLARATION OF AMENDMENT TO BYLAWS OF SONGBIRD HOMEOWNERS ASSOCIATION

This document is being recorded to amend the bylaws 4331004 CCR, recorded on 06/01/2007

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#### **BYLAWS OF**

# SONGBIRD HOMEOWNERS ASSOCIATION

#### ARTICLE 1.

#### **DEFINITIONS**

- 1.1 <u>Association</u>. "Association" shall mean **SONGBIRD HOMEOWNERS ASSOCIATION**, a nonprofit corporation organized and existing under the laws of the State of Washington.
- 1.2 <u>Articles of Incorporation</u>. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.
- 1.3 <u>Declaration</u>. "Declaration" shall mean the Declaration of Conditions, Covenants, and Restrictions for Songbird, as the same may be subsequently amended pursuant to the terms thereof.
- 1.4 <u>Incorporation by Reference</u>. Except as otherwise provided herein, the terms which are defined in Article 1 of the Declaration are used in these Bylaws as therein defined or adopted by reference.

#### ARTICLE 2.

#### **MEMBERSHIP**

- 2.1 <u>Membership</u>. Every owner of one or more Lots within the Property shall, during the entire period of such ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.
- 2.2 <u>Membership List</u>. The Secretary shall maintain at the principal office of the Association a membership list showing the name, address and membership date of the Owner of each Lot in the Property. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board of Directors.

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#### ARTICLE 3.

#### **MEETINGS AND VOTING**

- 3.1 <u>Place of Meetings</u>. Meetings of the members of the Association shall be held at such place convenient to the members as may be designated in the notice of the meeting.
- 3.2 <u>Turnover Meeting</u>. Declarant shall call the first meeting of the Owners to organize the Association within ninety (90) days after termination of the Development period. Notice of such meeting shall be given to all Owners as provided in Section 3.5. If Declarant fails to call the meeting, the meeting may be called and notice given by any Owner or mortgagee of a Lot. The expense of giving notice shall be paid or reimbursed by the Association. In the event of a lack of quorum at such Turnover Meeting, it may be adjourned as provided in Section 3.6. Nothing in this section shall be construed as preventing Declarant from calling the Turnover Meeting before such date or from calling informal, informational meetings of the Owners.
- 3.3 Annual Meeting. The annual meeting of the members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such reasonable hour and on such reasonable day as may be established by the Board of Directors or, if the Board should fail to designate a date by the first Monday of February, then at 7:30 p.m. on the second Thursday in March. The first annual meeting shall be held on March 3, 2008, at a time and location selected by the Board of Directors, or on such earlier date as selected by the Board.
- 3.4 **Special Meetings**. A special meeting of the Association may be called at any time by the President or by a majority of the members of the Board of Directors. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from members who are entitled to vote ten percent (10%) of the voting rights of the membership.

# 3.5 **Notice of Meetings**.

(a) Written or printed notice stating the place, day and hour of the meeting and shall be delivered not less than fourteen (14) days and no more than sixty (60) days before the date of the meeting. The notice shall also state the business to be placed on the agenda by the Board of Directors for a vote by the members, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director. Such notice shall be given either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the

United States mail, with postage fully prepaid thereon, as first class mail addressed to the member at his most recent address as designated in writing by the member to the Association.

- (b) When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.
- 3.6 Quorum. At any meeting of the Association, members having thirty-four percent (34%) of the voting rights entitled to be cast at such meeting, present, in person or by proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member or members. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 3.7 <u>Voting Rights.</u> Every Owner (as that term is defined in the Declaration) shall be entitled to one (1) vote for each Lot owned. Notwithstanding the preceding, during the Development Period (as that term is defined in the Declaration) Declarant shall be entitled to ten (10) votes per Lot for any Lot to which Declarant is in title or has an agreement to purchase. Should any one Owner or a legal entity that is owned in whole or in part by a common person or persons be in title to more than one Lot, the Owner shall be entitled to one vote per Lot up to a total of ten (10) votes. No one Owner other than Declarant shall be entitled to more than ten (10) votes. When more than one (1) person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- 3.8 **Joint Ownership**. In any case in which two or more persons or entities share the ownership, the vote or consent of any one or more of such persons or entities shall constitute the vote or consent of the entire ownership interest; provided, however, that in the event such persons or entities disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person or entity may deliver written notice of such disagreement to the Secretary of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.
- 3.9 **Proxies**. Every member entitled to vote or to execute any waiver or consent may do so either in person or by written proxy duly executed and filed with the Secretary of the Association. A member may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over the meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. No proxy shall be valid after the meeting for

which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale by the member of the lot or lots upon which the proxy is based.

- 3.10 **Majority Vote**. The vote of a majority of the voting rights entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.
- 3.11 Ballot Meetings. At the discretion of the Board of Directors, any matter which might come before the Association at a meeting, including election of directors, may be determined by proxy ballot, rather than at a formal gathering. Ballots shall be sent to all members entitled to vote in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of voting rights of the ballots returned, unless approval of a specified percentage of all voting rights is required by law, the Declaration or these Bylaws. The vote of a ballot meeting shall be determined by the Board of Directors within forty eight (48) hours of the deadline for return of ballots. Within ten (10) days after the ballots have been counted, each member shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned.

#### ARTICLE 4.

#### **DIRECTORS: MANAGEMENT**

- 4.1 **Qualification**. The affairs of the Association shall be governed by a Board of Directors. All directors, other than interim directors appointed by Declarant, shall be Owners or Co-Owners of Lots in the Property. For purposes of this section, the officers of any corporate Owner, the partners of any partnership and the members of any limited liability company shall be considered Co-Owners of any Lots owned by such Corporation, Partnership or Limited Liability Company.
- 4.2 <u>Interim Board</u>. Declarant shall have the right to appoint an interim board of one to three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have taken office at the Turnover Meeting. At the Turnover Meeting the interim directors shall resign and be replaced by their successors, who shall be elected as provided in these Bylaws.

# 4.3 <u>Election and Tenure of Office</u>.

- (a) At the Turnover Meeting the interim directors shall resign and the members shall elect five directors consisting of one class of two (2) directors to serve for one year and a second class of three (3) directors to serve for two years. Thereafter the successors to each class of directors shall serve for terms of two years each.
- (b) All directors shall hold office until their respective successors shall have been elected by the members. Election shall be by plurality.

#### 4.4 <u>Vacancies</u>.

- (a) A vacancy in the Board of Directors shall exist upon the death, resignation or removal of any director, if the members fail at any annual or special meeting of members at which any director or directors are to be elected to elect the full authorized number of directors to be voted for at that meeting, or if a Director, other than an interim director, ceases to be a member.
- (b) Vacancies in the Board of Directors, other than interim directors, may be filled by a majority of the remaining directors even though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term and until his successor is elected. Vacancies in interim directors shall be filled by Declarant.
- 4.5 **Removal of Directors.** The owners by a majority vote of the voting power in the association present, in person or by proxy, and entitled to vote at any meeting of the owners at which a quorum is present, may remove any member of the board of directors with or without cause. However, this shall not apply to interim directors who may only be removed by Declarant.
- 4.6 **Powers**. The Board of Directors shall exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the members in the Declaration, Articles of Incorporation or these Bylaws. The powers to be exercised by the Board of Directors shall include, but not be limited to, the following:
- (a) Carry out the program for maintenance, upkeep, repair and replacement of any property required to be maintained by the Association as described in the Declaration and these Bylaws.
- (b) Determine the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

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- (c) Prepare a budget for the Association, and assessment and collection of the Assessments.
- (d) Employ and dismiss such personnel as may be necessary for such maintenance, upkeep and repair.
- (e) Employ legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the Board may not incur or commit the Association to incur legal fees in excess of Five Thousand (\$5,000.00) Dollars for any specific litigation, claim, or matter, unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by absentee ballot or proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association or the Board of Directors from claims or litigation brought against them. The limitation set forth in this paragraph shall increase by One Thousand (\$1,000.00) on each fifth (5<sup>th</sup>) anniversary of the recording of the Declaration.
- (f) Open bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Prepare and file, or cause to be prepared and filed, any required income tax returns or forms for the Association.
- (h) Purchase Lots at foreclosure or other judicial sales in the name of the Association or its designee.
- (i) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of directors), or otherwise deal with Lots acquired by the Association or its designee.
- (j) Obtain insurance or bonds pursuant to the provisions of these Bylaws and review such insurance coverage at least annually.
- (k) Make additions and improvements to, or alterations of, the Common Areas, or modify, close, remove, eliminate or discontinue use of any common facility, including any improvement or landscaping, except that any such modification, closure, removal, elimination or discontinuance (other than on a temporary basis) of any swimming pool, spa or recreational or community building must be approved by a majority vote of the members at a meeting or by written ballot held or conducted in accordance with these Bylaws.

- (1) From time to time adopt, modify, or revoke such rules and regulations governing the details for the operation of the Association, the conduct of persons and the operation and use of the Property as the Board of Directors may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. Such action may be overruled or modified by vote of not less than seventy five percent (75%) of the members present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration.
- (m) Enforce by legal means the provisions of the Declaration, these Bylaws and any rules and regulations adopted hereunder.
- (n) In the name of the Association, maintain a current mailing address of the Association and file annual reports with the Washington Secretary of State.
- 4.7 <u>Limitations on Powers of Board.</u> The Board of Directors shall not act on behalf of the Association to amend the Articles of Incorporation, to take any action that requires the vote or approval of the members, to terminate the Association, to elect members of the Board of Directors, or to determine the qualifications, powers and duties, or terms of office of the members of the Board of Directors; but the Board of Directors may fill vacancies in its membership in accordance with these Bylaws.
- Managing Agent or Manager. On behalf of the Association, the Board of Directors may employ or contract for a managing agent or a manager at a compensation to be established by the Board of Directors. The Board of Directors may delegate to the managing agent or manager such duties and powers as are appropriate to the office, including, without limitation, keeping the financial records of the Association, providing notices and minutes of meetings, billing and collection of assessments and assisting in preparation of the budget. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, shall be the property of the Association. The managing agent shall turn over all original books and records to the Association immediately upon termination of the management relationship with the Association, or upon such other demand as is made by the Board of Directors. The Association managing agent is entitled to keep copies of Association records. All records which the managing agent has turned over to the Association shall be made reasonably available for the examination and copying of the managing agent.

#### 4.9 Meetings.

(a) Meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other persons calling the meeting.

- (b) Annual meetings of the Board of Directors shall be held within sixty (60) days following the adjournment of the annual meetings of the members.
- (c) Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any two directors.

### 4.10 <u>Notice of Meetings</u>.

- (a) Notice of the time and place of meetings of the Board of Directors shall be given orally or delivered in writing personally or by mail or telegram at least twenty four (24) hours before the meeting. Notice shall be sufficient if actually received at the required time or if mailed not less than seventy two (72) hours before the meeting. Notice mailed shall be directed to the address shown on the Association's records or to the director's actual address ascertained by the person giving the notice.
- (b) Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned.
- (c) Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- 4.11 **Open Meetings.** Except as provided in this section, all meetings of the Board of Directors shall be open for observation by all Owners of record and their authorized agents. The Board of Directors shall take minutes of all actions taken by the Board, which shall be available to all Owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters, consult with legal counsel or consider communications with legal counsel, and discuss likely or pending litigation, matters involving possible violations of the Declaration or rules and regulations, and matters involving the possible liability of an Owner to the Association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose of the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion or other action adopted, passed, or agreed to in closed session may be effective unless the Board of Directors, following the closed session, reconvenes an open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this section shall not require disclosure of information in violation of law or which is otherwise exempt from disclosure.

#### 4.12 **Quorum and Vote**.

- (a) A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may adjourn from time to time but may not transact any business.
- (b) The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law, the Declaration, the Articles of Incorporation or these Bylaws.
- (c) Notwithstanding the provisions of section 4.12(a) of these Bylaws, during the period from the formation of the Association through the date of the Turnover Meeting provided for in Section 8.7 of the Association's CCR's, one-third of the directors shall constitute a quorum for the transaction of business.
- 4.13 <u>Compensation</u>. No director shall receive any compensation from the Association for acting as such.

#### ARTICLE 5.

#### **OFFICERS**

- 5.1 <u>Designation and Qualification</u>. The officers of the Association shall be the President, the Secretary, and the Treasurer, and such Vice Presidents and subordinate officers as the Board of Directors shall from time to time appoint. The President shall be a member of the Board of Directors, but the other officers need not be directors. Any two offices may be held by the same person except the offices of President and Secretary.
- 5.2 <u>Election and Vacancies</u>. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board to serve for one year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

#### 5.3 **Removal and Resignation**.

(a) Any officer may be removed upon the affirmative vote of a majority of the directors whenever in their judgment the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

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- (b) Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided that the Board of Directors may reject any post-dated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.
- 5.4 <u>President</u>. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall be ex officio a member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of President of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.
- 5.5 <u>Vice Presidents</u>. The Vice Presidents, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, his duties and powers shall be performed and exercised by the Senior Vice President as designated by the Board of Directors.

#### 5.6 Secretary.

- (a) The Secretary shall keep or cause to be kept a Book of Minutes of all meetings of directors and members showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at directors' meetings, the number of memberships present or represented at members' meetings and the proceedings thereof.
- (b) The Secretary shall give or cause to be given such notice of the meetings of the members and of the Board of Directors as is required by these Bylaws or by law. He shall keep the seal of the Association, if any, and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.
- (c) If there are no Vice Presidents, then in the absence or disability of the President, his duties and powers shall be performed and exercised by the Secretary.
- 5.7 <u>Treasurer</u>. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the

Association, including accounts of its assets, liabilities, receipts and disbursements. The books of accounts shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the board. He shall disburse the funds of the Association as may be ordered by the board, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

5.8 <u>Compensation of Officers</u>. No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the members. The Board of Directors may fix any compensation to be paid to other officers.

#### ARTICLE 6.

# **EXECUTIVE AND OTHER COMMITTEES**

Subject to law, the provisions of the Articles of Incorporation and these Bylaws, the Board of Directors may appoint an executive committee and such other committees as may be necessary from time to time, consisting of such number of its members and having such powers as it may designate. Such committees shall hold office at the pleasure of the Board.

#### ARTICLE 7.

#### **INSURANCE**

7.1 <u>Types of Insurance</u>. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, the following insurance:

#### (a) **Property Damage Insurance.**

- (i) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.
- (ii) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the improvements on the Common Areas (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a reasonable deductible.

Songbird By-Laws Page 11 of 17 (iii) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Areas and all personal property and supplies belonging to the Association.

#### (a) <u>Liability Insurance</u>.

- (i) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board of Directors, and the managing agent, against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Common Areas, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Owner and liability incident to the ownership and/or use of the part of the Property as to which such Owner has the exclusive use or occupancy.
- (ii) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) on a combined single limit basis.
- (iii) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.
- (b) <u>Workers' Compensation Insurance</u>. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

#### (c) Fidelity Bonds.

- (i) The Board of Directors may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board of Directors may require such agent to maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance, if any, may be borne by the Association.
- (ii) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors.

- (iii) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association.
- 7.2 <u>Insurance by Lot Owners</u>. Each Owner shall be responsible for obtaining, at his or her own expense, homeowner's insurance covering the improvements on the Owner's Lot and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise. The insurance coverage maintained by the Association shall not be brought into contribution with the insurance obtained under this section by the Owners.

#### ARTICLE 8.

# ASSESSMENTS, RECORDS AND REPORTS

- 8.1 <u>Assessments</u>. The Association, through its Board of Directors or Managing Agent, shall do the following:
- (a) Assess, and collect from every Owner, Assessments in the manner described in the Declaration.
- (b) From time to time and at least annually, prepare a budget for the Association, estimating the common expenses expected to be incurred by the Association, and determine whether the annual assessment should be increased or decreased. Within thirty (30) days after adoption of any proposed regular or special budget of the Association, the Board of Directors shall set a date for a meeting of the Owners to consider ratification of the budget, which meeting shall occur not less than fourteen (14) nor more than sixty (60) days after mailing of a summary of the budget to the members. Unless at such meeting, members having more than seventy-five percent (75%) of the votes of the Association, in person or by proxy, reject the budget, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the prior budget last ratified by the membership shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors.
- (c) Keep records of the receipts and expenditures affecting the funds of the Association, maintain an Assessment roll showing the amount of each Assessment against each Owner, the amounts paid upon the account and the balance due on the Assessments, give each Owner written notice of each Assessment at least thirty (30) days prior to the time when such

Assessment shall become due and payable, and promptly provide any Owner who makes a request in writing with a written statement of the Owner's unpaid Assessments.

- Records. The Association shall keep correct and complete books and records of accounts sufficiently detailed to enable the Association to fully disclose to each member the true statement of its financial status and shall keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors. All financial and other records of the Association, including but not limited to checks, bank accounts, and invoices, in whatever form they are kept, are the property of the Association.
- 8.3 <u>Inspection of Books and Records</u>. All records of the Association, including the names and addresses of Owners and other occupants of the Lots, shall be available for examination by all Owners, holders or mortgages of the Lots, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records.
- 8.4 Accounts, Checks, Drafts, Etc. The funds of the Association shall be kept in separate accounts in the name of the Association and shall not be commingled with the funds of any other person or entity, and shall not be commingled with the funds of any other association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds. All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.
- 8.5 Execution of Documents. The Board of Directors may, except as otherwise provided in the Declaration, Articles of Incorporation, or these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Only the President or Secretary may prepare, execute, certify, or record amendments to the Declaration, Articles of Incorporation, or these Bylaws. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.
- 8.6 <u>Reports and Audits</u>. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all members and to all holders of mortgages on Lots in the Property who have requested the same promptly after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may

obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the members. If the Association has annual assessments of Fifty Thousand (\$50,000.00) Dollars or more, the books and records shall be audited at least annually by an independent certified public accountant, unless the audit for a specific year is waived by a vote of sixty-seven percent (67%) of the voting power of the members, in person or by proxy, at a meeting of the Association at which a quorum is present. At any time any member or holder of a mortgage may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

#### ARTICLE 9.

#### **GENERAL PROVISIONS**

- 9.1 Seal. The Board of Directors may, by resolution, adopt a corporate seal.
- 9.2 <u>Notice</u>. All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time. All notices to members shall be sent to such address as may have been designated by the member from time to time in writing to the Board of Directors, or in the absence of same to such member's last known address.
- 9.3 <u>Waiver of Notice</u>. Whenever any notice to any member or director is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.
- 9.4 <u>Action Without Meeting</u>. Any action which the law, the Declaration, the Articles of Incorporation, or the Bylaws require or permit the members or director to take at any meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the members or directors, shall be filed in the records of minutes of the Association.
- 9.5 <u>Conflicts</u>. These Bylaws are intended to comply with Chapter 64.38 RCW relating to Homeowners' Associations, the Washington Nonprofit Corporation Act, the Declaration, and the Articles of Incorporation. In the case of any irreconcilable conflict, such statutes and document shall control over these Bylaws.

#### ARTICLE 10.

#### AMENDMENTS TO BYLAWS

- 10.1 **How Proposed.** Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by members having one-fourth of the votes of the membership. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.
- 10.2 Adoption. The proposed amendment may be adopted at a regular or special meeting of the Board of Directors, or at a special or regular meeting of the members called for that purpose at which a quorum is present by a majority of the voting power present in person or by proxy at such meeting, provided, however, that those provisions of these Bylaws which are governed by the Declaration or the Articles of Incorporation of this Association may not be amended except as provided in those documents.
- 10.3 **Recording**. Once adopted, such amendment shall be recorded in the Official Records of Clark County, Washington.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date set forth above.

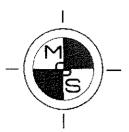
	SONGBIRD, INC., a Washington corporation	
	ByKevin Wann, President	
STATE OF WASHINGTON	)	
Country of Clork	)ss.	
County of Clark	)	

I certify that I know or have satisfactory evidence that Kevin Wann is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Songbird, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington, BRIDEE S. SHAW-STANFORD

**NOTARY PUBLIC** STATE OF WASHINGTON COMMISSION EXPIRES OCT. 15, 2011

Residing at Vancouver, Clark County. My appointment expires: 10/15/11



# MINISTER-GLAESER SURVEYING INC.

(360) 694-3313 FAX (360) 694-8410 2200 E. EVERGREEN VANCOUVER, WA 98661

Exhibit "A" April 25, 2007

# PERIMETER DESCRIPTION FOR "SONGBIRD SUBDIVISION PHASE 2"

A parcel of land in the Southeast quarter of the Northeast quarter of Section 33, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 01°38'33" East, for a distance of 657.64 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 88°55'53" West, along the North line of said South half, for a distance of 329.80 feet to the Northeast corner of that certain tract of land conveyed to Marley B. Petersen, et ux, by Warranty Deed, recorded under Auditor's File No. 8601070061, records of Clark County, Washington;

Thence South 01°37'07" West, along the East line of said Petersen Tract, for a distance of 277.14 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 01°37'07" West along said East line, for a distance of 350.79 feet to the North Right-of-Way Line of N.W. 109<sup>th</sup> Street;

Thence North 88°58'52" West, along said North Right-of-Way Line, for a distance of 377.16 feet;

Thence North 01°01'08" East, for a distance of 15.00 feet;

Thence North 46°16'22" East, for a distance of 35.20 feet;

Thence North 01°31'37" East, for a distance of 86.23 feet;

Thence North 43°49'10" West, for a distance of 20.56 feet;

Thence North 00°50'04" East, for a distance of 46.00 feet;

Thence South 89°09'56" East, for a distance of 40.97 feet;

Thence North 01°37'07" East, for a distance of 122.13 feet;

Thence South 89°07'15" East, for a distance of 186.03 feet;

Thence North 01°37'07" East, for a distance of 41.03 feet;

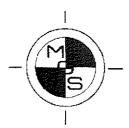
Thence South 89°09'56" East, for a distance of 141.01 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

The above description is an accurate description of the land actually surveyed.

Edmund Denny, Jr.

Professional Land Syrv Minister Glaeser Surveying, Inc.



# MINISTER-GLAESER SURVEYING INC.

(360) 694-3313 FAX (360) 694-8410 2200 E. EVERGREEN VANCOUVER, WA 98661

Exhibit "3"
June 27, 2007

# PERIMETER DESCRIPTION FOR "SONGBIRD SUBDIVISION, PHASE 1"

A parcel of land in the Southeast quarter of the Northeast quarter of Section 33, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 01°38'33" East, for a distance of 657.64 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 88°55'53" West, along the North line of said South half, for a distance of 329.80 feet to the Northeast corner of that certain tract of land conveyed to Marley B. Petersen, et ux, by Warranty Deed, recorded under Auditor's File No. 8601070061, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence South 01°37'07" West, along the East line of said Petersen Tract, for a distance of 277.14 feet to the Northeast corner of Lot 6 of "SONGBIRD SUBDIVISION PHASE 2" according to the plat thereof recorded in Book 311 of Plats at Page 507, records of Clark County, Washington;

Thence the following courses and distances along the perimeter of said "SONGBIRD SUBDIVISION PHASE 2";

Thence North 89°09'56" West, for a distance of 141.01 feet;

Thence South 01°37'07" West, for a distance of 41.03 feet;

Thence North 89°07'15" West, for a distance of 186.03 feet;

Thence South 01°37'07" West, for a distance of 122.13 feet;

Thence North 89°09'56" West, for a distance of 40.97 feet;

Thence South 00°50'04" West, for a distance of 46.00 feet;

Thence South 43°49'10" East, for a distance of 20.56 feet;

Thence South 01°31'37" West, for a distance of 86.23 feet;

Thence South 46°16'22" West, for a distance of 35.20 feet;

Thence South 01°01'08" West, for a distance of 15.00 feet to the North Right-of-Way Line of N.W. 109<sup>th</sup> Street;

Thence leaving said perimeter, North 88°58'52" West, along said North Right-of-Way Line, for a distance of 281.93 feet to the West line of said Petersen Tract;

Thence North 01°34'17" East, along said West line and the North extension thereof, for a distance of 643.37 feet to the Northwest corner of Parcel 3 of that certain tract of land conveyed to Songbird, Inc., by Statutory Warranty Deed, recorded under Auditor's File No. 4178663D, records of Clark County, Washington;

Thence South 89°30'52" East, along the North line of said Songbird Tract, for a distance of 59.70 feet;

Thence South 89°32'04" East, along said North line, for a distance of 102.97 feet;

Thence South 89°24'07" East, along said North line, for a distance of 127.55 feet;

Thence South 89°21'48" East, along said North line, for a distance of 24.50 feet;

Thence North 89°09'37" East, along said North line, for a distance of 30.43 feet;

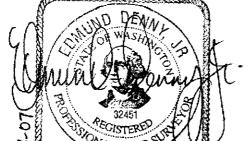
Thence South 05°06'28" East, along said Songbird Tract, for a distance of 2.19 feet;

Thence South 89°06'44 East, along said North line, for a distance of 314.28 feet, to the Northeast corner thereof;

Thence South 01°37'07" West, along the East line of said Songbird Tract, for a distance of 17.63 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

The above description is an accurate description of the land actually surveyed.



Edmund Denny, Jr.
Professional Land Surveyor
Minister Glaeser Surveying, Inc.

#### SONGBIRD HOMEOWNERS' ASSOCIATION

#### ARTICLES OF INCORPORATION

The undersigned natural person of more than 18 years of age, acting as incorporator under the Washington Nonprofit Corporation Act, adopts the following Articles of Incorporation:

#### ARTICLE I - NAME AND DURATION

The name of this corporation is **Songbird Homeowners' Association** ("Association"), and its duration shall be perpetual.

#### ARTICLE II - PURPOSES

This corporation is a nonprofit corporation. The purposes for which the Association is organized are to provide for the management, protection and preservation of lots in Songbird, a real estate development within Clark County, Washington, and to promote the health, safety, welfare and other general benefit of its members, not for profit, but for the mutual advantages to be derived therefrom as contemplated in the Declaration of Covenants, Conditions, and Restrictions for Songbird, to be recorded in the Official Records of Clark County, Washington, as the same may be subsequently amended and supplemented by instruments of record (the "Declaration"). The definitions contained or adopted by reference in the Declaration are hereby adopted by reference.

#### ARTICLE III - POWERS AND DUTIES

- 1. The Association shall have, exercise and perform all of the following powers, duties and obligations:
  - (a) The powers, duties and obligations granted to the Association by the Declaration.
  - (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Washington.
  - (c) The powers and obligations of a homeowner's association under RCW Chapter 64.38.
  - (d) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the Property.

Songbird HOA Articles of Incorporation Page 1 of 4

#### ARTICLE IV - REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 3834 NW Fletcher Court, Camas, Washington 98607, and the name of its initial registered agent who shall be amenable to service of process at such address is Marshall Fant.

#### **ARTICLE V - DIRECTORS**

The powers of the Association shall be exercised and its properties controlled and its affairs conducted by a board of directors elected as provided in the Declaration and Bylaws.

The initial board of directors shall be composed of the persons whose names and addresses are as follows:

Kevin Wann 11815 NE 99<sup>th</sup> St., Ste 1200 Vancouver, WA 98682

Olivia Bjerke 11815 NE 99<sup>th</sup> St., Ste 1200 Vancouver, WA 98682 Michelle McNeal 11815 NE 99<sup>th</sup> St., Ste 1200 Vancouver, WA 98682

#### ARTICLE VI - INCORPORATOR

The name and address of the incorporator is:

Songbird, Inc. 11815 NE 99<sup>th</sup> Street, Suite 1200 Vancouver WA 98682

#### **ARTICLE VII - DISSOLUTION**

In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

Songbird HOA Articles of Incorporation Page 2 of 4

#### ARTICLE VIII - MEMBERSHIP AND VOTING RIGHTS

- 1. Every Owner (as that term is defined in the Declaration) of one or more Lots within the Project shall, during the entire period of such ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.
  - 2. The Association shall have two classes of voting membership:
  - (a) <u>Class A.</u> Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
  - (b) <u>Class B</u>. The Class B member shall be Declarant and shall be entitled to ten votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
    - (i) When seventy-five percent (75%) of the Lots in Songbird have been sold and conveyed to Owners other than a successor Declarant;
    - (ii) The expiration of five years after the closing of the sale of the first Lot to an Owner other than a successor Declarant; or
    - (iii) At such earlier time as Declarant may elect in writing to terminate such special voting rights.
- 3. Until termination of the Class B membership, Developer shall have the right to appoint the Board of Directors of the Association.

#### ARTICLE IX - LIABILITY AND INDEMNIFICATION

A member of the board of directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional misconduct, a knowing violation of law, or for any transaction from which a director or officer will personally receive a benefit in money, property or services to which the director or officer is not legally entitled. In the event any member of the board of directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

Songbird HOA Articles of Incorporation Page 3 of 4

#### ARTICLE X - AMENDMENT

The provisions hereof may not be amended without the vote of members having not less than seventy-five (75%) percent of the voting power of the Association. Notwithstanding such vote, the provisions hereof shall not be amended so as to be inconsistent with the Declaration; if inconsistent, the Declaration shall be amended as provided in Article 12 thereof.

DATED this day of March, 2007

Songbird, Inc.

By: Kevin Wann, President

Songbird HOA Articles of Incorporation Page 4 of 4 Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

# CERTIFICATE OF INCORPORATION

to

# SONGBIRD HOMEOWNERS ASSOCIATION

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 4/9/2007

UBI Number: 602-714-647

APPID: 819773



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State