



## KOPACHUCK RIDGE ESTATES HOMEOWNER'S ASSOCIATION

P.O. Box 1954

Gig Harbor, WA 98335

Web site: [www.kreha.org](http://www.kreha.org)

A Washington Non-Profit Homeowner's Association

### **BYLAWS,**

**Version 3.0, revised October 13, 2010**

The following are the Bylaws of the KOPACHUCK RIDGE HOMEOWNERS ASSOCIATION originally adopted on October 30, 1990 and revised as described in the Record of Changes on the last page.

#### **ARTICLE I**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. There may be one membership in this Association for each lot or subdivision thereof in the plat of Kopachuck Ridge, Division 1-3, recorded at Pierce County Auditor's recording numbers 8506130179, 8506130180, and 8802230069, records of Pierce County, State of Washington, and such additions thereto as may be brought within the jurisdiction of the Association. Each such membership shall be associated with and not severable from the title to each such lot. No such membership may 'be assigned or transferred voluntarily or by operation of law except in conjunction with the transfer of title to the lot to which it is appurtenant. Each such membership shall stand in the name of the owner or owners of the lot appearing of record in Pierce County, Washington, except in the case of the sale of a lot by contract. A vendee of a recorded contract shall be entitled to membership until the vendee's interest is terminated or forfeited of record.

Section 2. Each lot shall have the right to membership, but not the obligation. Though a membership may be presumed, any member may resign or otherwise indicate his intention not to participate as a member, and in that case may "re-join" at any time by so indicating.

Section 3. An election not to participate as a member of the Association shall in no way affect or relieve a lot owner from the applicable covenants and land use restrictions, including assessments, all as provided by instrument recorded at Pierce County Auditor's File No. 8506180227 (the covenants herein after).

Section 4. Each membership shall entitle the persons owning or residing on the lot to which the membership is appurtenant and their families to all of the privileges and rights of membership unless suspended as hereafter provided.

Section 5. Each membership shall have one vote on all matters before a meeting of the membership. Such vote shall be exercised by the lot owners or a person(s) designated at the commencement of the meeting by the lot owner(s) in writing. If any persons or corporation shall be entitled to more than one membership because of ownership of more than one lot, they shall have one vote for each such

membership. Votes may be cast in person or by written proxy filed with the corporate secretary.

Section 6. Membership in the Association although elective shall be appurtenant to and pass with the ownership of lots as aforementioned, the Association shall not be liable to ascertain ownership of any lot or the ownership of the membership appurtenant thereto until its secretary has received actual written notice of a change in ownership or election not to participate as a member.

## **ARTICLE II**

### **MEETINGS OF THE MEMBERSHIP**

Section 1. There shall be an annual meeting of the membership on the second Tuesday of October, 7:30 o'clock p.m., commencing with the 13th of March, 1990, which meeting shall be held at Kopachuck Middle School, 10410 56th NW, Gig Harbor, Washington 98335, unless the Assessment Committee shall designate another date, time or place. Thereafter, annual meetings shall be held at such place as the Assessment Committee shall designate in writing. Special meetings of the membership may be called at such other times as may be necessary by (a) the Association President; (b) the Assessment Committee; or (c) 20% of the membership.

Members holding one-tenth of the votes entitled to be cast at any such meeting, represented in person or by proxy, shall constitute a quorum.

Section 2. Written or printed notice stating the place, day and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, by posting on a kiosk, automated messaging system, and email or either personally and via US mail, by or at the direction of the president, the secretary, the assessment committee or persons calling the meeting to each member entitled to vote at such meeting unless a different notice period is herein otherwise specified. Notice of regular meetings other than annual shall be made by email and posting a notice on the web site with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten (10) days prior to the next succeeding regular meeting and at any time when requested by a member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at their address as it appears on the records of the corporation, with postage thereon prepaid.

## **ARTICLE III**

### **FEES, DUES AND ASSESSMENTS**

Section 1. Upon adoption of a budget, the Assessment Committee may levy upon each membership annual dues and assessments in amounts determined, from time to time necessary to meet the current operational expenses of the several lot owners for the maintenance, improvement, construction, re-construction and repair of the roads and sewer drainage system, if any, the common property, all other facilities made available to the membership or owned by the Association, and any other lawful purpose approved by the committee and for the benefit of the Association. The initial annual dues and assessments to be paid by the membership are \$\_\_\_\_ per calendar year which shall be payable on June 1st of each year. Dues payable upon purchase of a lot may be pro-rated to the following June 1st.

Section 2. Dues shall not be increased, nor special assessments permitted by the Declaration of Covenants imposed except with the assent of two-thirds of the votes of the members of the Assessment Committee at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 3. Assessments may be enforced as provided in the applicable covenants.

**ARTICLE IV  
ASSESSMENT COMMITTEE**

The management of the property, interests, business, and, in general, the corporate powers of the Association shall be vested in an Assessment Committee. The Assessment Committee shall be not less than three (3) persons elected from persons entitled to the rights and privileges of membership.

Section 1. The Assessment Committee shall be elected, shall serve, and shall have the powers and responsibilities as provided in the "Declaration of Protective Covenants, Restrictions, Easements, and Agreements for the Plat of Kopachuck Ridge Estates" recorded at Pierce County Auditor's File No. 8506180227 (the Covenants, herein).

Section 2. A majority of the members of the Assessment Committee shall constitute a quorum for the transaction of business at any such meeting.

Section 3. The Assessment Committee may establish such surplus and reserve funds as they deem necessary to the end that the Association shall be in sound financial condition to meet its obligations and maintain property for which the Assessment Committee has any responsibility. The Assessment Committee may authorize such contracts and other Association obligations as they deem necessary or advisable for the proper maintenance and development of such property and may authorize borrowing of such sums on behalf of the Association and give such security therefore as they deem appropriate.

Section 4. The Assessment Committee may adopt rules and regulations from time to time, which shall be applicable to all memberships appurtenant to lots, and for the use of the Association facilities. Such rules and regulations shall be subject to modification or change at any time by a vote of two-thirds of the memberships present at any meeting called for that purpose.

**ARTICLE V  
DESIGN REVIEW COMMITTEE**

The Design Review Committee (DRC) consists of three members and is responsible for interpretation and enforcement of restrictions, easements and agreements described in the Covenants.

Section 1. At their annual or other meeting, the Assessment Committee may endorse the election of members of the DRC. The members of the DRC shall serve, and shall have the powers and responsibilities as provided in the Covenants. The members of the Committee shall designate one of the members to serve as chairman of the Committee.

Section 2. A majority of the members of the Design Review Committee shall constitute a quorum for the transaction of business at any such meeting or

decision regarding any action to be taken. Minutes from meetings shall be published and/or briefed in quarterly board meetings.

Section 3. The DRC shall adopt and publish procedures and guidelines as they deem necessary to communicate their interpretation of the Covenants and the orderly administration of their work.

Section 4. The DRC shall document and archive requests made to the DRC and their findings and actions taken regarding enforcement of the Covenants.

Section 5. The DRC shall respond to unambiguous requests made to the DRC Chairman within 30 days of receiving such requests unless the DRC notifies the requestor in writing/email that additional time is required. If the DRC does not respond within the allotted time, the request is approved. Plans not completed within 90 days, or some other agreed to period, shall be deemed to have lapsed and the requestor must apply for an extension.

Section 6. The DRC has the right, obligation and responsibility to determine all questions arising in connection with the interpretation of the provisions of the Covenants and such interpretation as documented in procedures and guidelines are final and binding as set forth in the Covenants Article VIII.

Section 7. The DRC shall inform alleged Covenant violators and/or lot owners by written letter/email. The alleged Covenant violators shall have 30 days to respond to the DRC unless otherwise stipulated. Based on the alleged Covenant violator's response, the DRC may either drop the case or request that the President or designee attempt to mediate between the alleged Covenant violators and DRC. If unsuccessful, the President or designee may conduct a hearing with the alleged Covenant violators before the elected and appointed officials representing the Association to hear the case following published DRC guidelines. A vote shall be taken to reject or affirm the charges brought by the DRC against the alleged Covenant violators. Both the DRC and alleged Covenant violators will present their case. If the charges stand, the Covenant violators shall carry out remediation as directed in a letter from the President or designee. If the remediation is not carried out, the individual homeowners or the Association may seek legal action against the Covenant violators.

## **ARTICLE VI OFFICERS**

Section 1. At their annual or other meeting, the Assessment Committee may endorse the election of the following officers of the Association: a) A President who shall preside at all Association meetings and execute all Association documents; b) A Vice President who shall perform duties as delegated by the President, and shall preside in the absence of the President. c) A Secretary who shall maintain and have custody of all Association books and records, except books of account and who, together with the President, shall execute all official Association documents; and d) A Treasurer who shall have custody of, shall account for, and shall disburse the corporate funds. Each officer shall advise the Assessment Committee and perform such other duties as the Assessment Committee may from time to time require.

Section 2. The Secretary shall keep a current list of the persons or firms in whose names the memberships stand and of the persons entitled to the rights and privileges of membership; and shall cause all notices of meetings to be given as herein provided.

Section 3. The Assessment Committee may employ a general manager of the corporation who may be delegated such authority as the Assessment Committee deems advisable from time to time as well as other employees as may be necessary or desirable in the opinion of the Assessment Committee. The Assessment Committee may elect such other officers as they deem necessary. No officers need be a member of the Assessment Committee. Any offices, except President and Secretary may be combined.

Section 4. The Assessment Committee may authorize such compensation as they deem advisable to the officers and employees of the corporation for services performed.

Section 5. When any office shall become vacant by reason of the death, resignation, incapacity, or removal of the incumbent, or for any other cause, the Assessment Committee, by majority vote shall appoint a successor who shall hold office for the unexpired portion of the term of his predecessor.

Section 6. Officers shall serve for a period of one year or until a successor is approved.

**ARTICLE VII  
BOOKS AND RECORDS OF ASSOCIATION**

Section 1. The Association's books of account and financial records shall be available for inspection by members at reasonable hours and times. They shall be maintained by the Association Treasurer or someone at his direction; and shall be made available for member review upon appointment.

Section 2. The Association Treasurer shall at the annual meeting of the membership, or more often as the Assessment Committee may direct, provide to the membership a comprehensive financial report pertaining to the Association's budget, cash flow, collections, deposits, interest earned, disbursements, and the like.

**ARTICLE VIII  
AMENDMENTS TO BYLAWS AND REMOVAL OF DIRECTOR**

These Bylaws may be amended or an Assessment Committee member removed by the affirmative vote of not less than two-thirds of the lot owners in attendance at any annual or special meeting of the membership provided, however, notice of such proposed amendment and the nature thereof or the name of the Assessment Committee member proposed for removal must be given in writing to all members at least ten (10) days prior to any annual or special meeting at which such proposed actions are to be considered. Further amendment or modification of proposed amendments can be considered at any meeting for which proper written notice has been given, but no further or different amendments, or other subjects, can be adopted without separate written notice thereof.

**ARTICLE IX  
DISSOLUTION**

The Association may be dissolved and its affairs wound up voluntarily by the written request of two-thirds of the members, addressed to the Assessment Committee, specifying: the reasons supporting the winding up of affairs; and stating who are entitled to the rights and privileges of membership to act in liquidation. The request shall be filed with the Assessment Committee, and the Secretary of State. Thereupon the persons appointed shall proceed to wind up the

corporation, realize upon its assets, pay its debts, and divide the residue of the money or assets as authorized by statute and the plan of distribution approved by two-thirds of the membership. In the absence of any other direction, net assets shall be distributed among the lot owners in direct proportion to their assessment payments. The request shall state the time for completing the winding up and dissolution during which time these matters shall be completed unless further time is granted in writing signed by two-thirds of the members and filed as required by law.

**ARTICLE X  
BYLAWS SUBJECT TO PROTECTIVE COVENANTS**

In the event these Bylaws, as originally adopted by the Association, or as thereafter changed or amended, are inconsistent with or contrary to the "Declaration of Protective Covenants and Restrictions, Easements and Agreements of Plat of KOPACHUCK RIDGE ESTATES", recorded June 18, 1985 at Pierce County Auditor's File No. 8506180227, then the "Declaration of Protective Covenants and Restrictions, Easements and Conditions of Plat of KOPACHUCK RIDGE ESTATES" shall control.

The foregoing are the Bylaws of the KOPACHUCK RIDGE HOMEOWNERS ASSOCIATION adopted at the meeting of the Assessment Committee held on the 30<sup>th</sup> day of October, 1990.

Signature on file  
STAN PEASE

Signature on file  
CLYDE WERNER

**RECORD OF CHANGES**

July 12, 2006: - Article II Section 2 of the Bylaws was modified to allow distribution of meeting notices by email and by inserting the notice into member's mail boxes. The modification was approved without opposition at the Board meeting of July 12, 2006

October 13, 2010 - Several changes were adopted including modifying meeting notification methods and adding Article V, Design Review Committee. These changes were approved by more than a 2/3 vote of those in attendance plus proxies.