

**AMENDED AND RESTATED BYLAWS
OF
CHELAN VISTA HEIGHTS OWNERS ASSOCIATION**

THESE AMENDED AND RESTATED BYLAWS OF CHELAN VISTA HEIGHTS OWNERS ASSOCIATION (“**Bylaws**”) are adopted and effective as of May 18, 202 **3**, by the CHELAN VISTA HEIGHTS OWNERS ASSOCIATION, a Washington non-profit corporation (the “**Association**”).

**ARTICLE I
OFFICES AND PURPOSE**

Section 1.1. Principal Office. The principal office of the Association shall initially be established and maintained PO Box 804, Chelan, WA 98816. The Board may change the location of the principal office in its sole discretion as necessary.

Section 1.2. Other Offices. The Association may have other offices, either within or without the State of Washington, at such place or places as the Board of Directors may determine from time to time or the business of the Association may require.

Section 1.3. Purpose. The Association shall enforce the Declaration of Covenants, Conditions, Restrictions and Easements for Chelan Vista Heights dated November 3, 2000 and recorded under Chelan County Rec. No. 2083513, and all amendments thereto recorded in the Office of the Chelan County Auditor (collectively, the “**Declaration**”).

**ARTICLE II
MEMBERS**

Section 2.1. Membership. All owners of lots subjected to the Declaration (“**Lots**”), the terms of which pertaining to membership are incorporated by this reference, shall be members of the Association (individually a “**Member**”, and together the “**Members**”).

Section 2.2. Annual and Regular Meetings. Annual meetings and regular meetings of the Members shall be set by the Board so as to occur on a date and at a time and location set by the Board, or through one or more means of remote communication through which Members not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the Members, pose questions, and make comments.

Section 2.3. Special Meetings. The President may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of the Board or upon a petition signed by Members representing at least 15% of the total Member votes of the Association.

Section 2.4. Notice of Meetings. The Association shall give notice to the Members of the date, time, and place of each annual, regular, or special meeting of the Members. Except as otherwise provided herein, the notice must be given in the form of a record no fewer than ten (10) nor more than sixty (60) days before the meeting date. The Association is only required to give notice to Members entitled to vote at the meeting. Notice of an annual, regular, or special meeting shall include a description of the purpose for which the meeting is called, and no business shall be transacted at a special meeting except as stated in the notice. Notice of regular meetings other than the annual meeting may be made by providing each Member with the adopted schedule of regular meetings for the ensuing year in the form of a record at any time after the annual meeting

and ten days before the next succeeding regular meeting and at any time requested by a Member. For any meeting at which one or more Members may participate by means of remote communication, the Association shall deliver notice of the meeting to each Member by a means which the Member has authorized and provide complete instructions for participating in the meeting by remote communication.

Section 2.5. Waiver of Notice. A Member may waive any notice required herein no more than sixty (60) days before or sixty (60) days after the date and time stated in the notice or of the meeting or action. The waiver must be in the form of a record, be executed by the Member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the Association's records. The attendance of a Member at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting or immediately upon arrival at the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the Member objects at the meeting to considering the matter.

Section 2.6. Quorum. A quorum is present throughout any meeting of the Association if the Members to which fifteen (15%) of the Member votes of the Association are allocated are present in person, by remote communication, or by proxy at the beginning of the meeting. If at any meeting there is not a quorum of at least fifteen (15%), then the meeting may be rescheduled or reconvened in the manner provided in Section 2.7

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 2.8. Voting. Members are entitled to one equal vote for each Lot subject to the Declaration in which they hold ownership interest. Any matter brought before the Members of the Association shall be approved if supported by sixty percent (60%) of the Members; provided however, the percentage of votes to approve shall never be less than the prescribed percentage of affirmative votes required for action to be taken under that particular clause. In any situation where a Member is entitled personally to exercise the vote for his or her Lot, and there is more than one owner of such Lot, the vote for such Lot shall be exercised as the co-owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Member seeks to exercise it. Subject to Washington law and such limitations as the Board may impose with respect to particular votes, Members may vote by mail, by electronic transmission (such as email, remote communication, or "web voting"), in person, or by proxy on any matter calling for a vote of the Members.

Section 2.9. Amendment of Voting Provisions. The provisions of these By-Laws regarding Voting contained in Section 2.8 shall be amended only in accordance with this Section 2.9, rather than in accordance with Article 7, to the extent Article 7 and this Section are inconsistent. Except as otherwise specifically provided above, Section 2.8 may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 75% of the total Member votes Association, and the consent of Declarant, in its sole discretion, so long as Declarant owns any property subject to the

Declaration or which may become subject to the Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 2.10 Proxies. On any matter as to which a Member is entitled personally to cast the vote for his/her Lot, such vote may be cast in person, by mail, by remote communication, by electronic transmission (such as email or “web voting”), or by proxy, subject to the limitations of Washington law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. Every proxy shall be in writing specifying the Lot for which it is given, executed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. For these purposes, “executed” means: (a) a writing that is signed; or (b) an email transmission that is sent with sufficient information to determine the sender’s ability. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, upon receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

Section 2.11. Majority. As used in these Bylaws, the term “majority” shall mean those votes, Members, or other group as the context may indicate totaling more than 50% of the total eligible number.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

Section 2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all of the Members entitled to vote with respect to the subject matter thereof. Such consents shall be signed within 60 days after the Association’s receipt of the consent having the earliest date, dated and delivered to the Association at its principal place of business in the State of Washington. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting.

ARTICLE III BOARD OF DIRECTORS

Section 3.1. Powers. The business of the Association shall be managed and its corporate powers shall be exercised by its Board of Directors, except as otherwise provided by statute or by the Articles of Incorporation.

Section 3.2. Number. Until the number is changed by resolution of the directors at any time, the Board shall consist of three (3) directors.

Section 3.3. Election and Term of Office. At the annual meeting of the Board of Directors, the persons receiving the greatest number of Member votes, up to the number of directors to be elected, shall be the directors. Each director shall hold office for a staggered three-year term, or until his or her successor is elected and qualified, or until his or her earlier resignation by written notice to the Secretary of the Association, or until his or her removal from office. Collectively, the director terms shall be staggered so as to provide continuity

and overlap of experience on the Board, and in the event existing terms do not stagger then the Board may by resolution decide how to best organize individual director terms to achieve staggered overlap. For example, where the Board is composed of three directors each of whose term expires in the same year the Board may by majority resolve and sequentially assign the next election year to each individual director seat so that only one director is up for election every three years. In the event two or more director seats are to be filled during the same election, then the person receiving the greatest number of Member votes shall hold office for the full term, the person receiving the second greatest number of Member votes shall hold office for two years, and the person receiving the third greatest number of Member votes shall hold office for one year. In the event of a tie the directors shall “Roshambo”, or “rock, paper, scissors”, to determine seat order. Thereafter, individual director elections shall occur on an annual basis and subsequent terms shall extend for three years or as needed to ensure three-year staggered terms effectively continue. In the event the Board increases the number of directors as provided in Section 3.2, then the director term lengths and election years may also be adjusted by resolution to achieve the goal of continuity and overlap in Board director experience. Directors may be elected to serve any number of consecutive terms.

Section 3.4. Board Elections and Vacancies. Any election of a director resulting from a vacancy occurring in the Board of Directors or a mid-term increase in the number of directors, shall be filled by the affirmative vote of a majority of the directors then in office, even if they constitute less than a quorum of the Board of Directors. A director elected to fill a vacancy or an additional seat shall be elected until the next annual meeting of the directors.

Section 3.5. Removal. At a special meeting of the directors, duly called expressly for that purpose as provided in these Bylaws, any director or directors, by the affirmative vote of two-thirds of all the Members, may be removed from office, either with or without cause, and the remaining directors, in the manner provided in these Bylaws, shall fill any vacancy or vacancies created by such a removal.

Section 3.6. Place of Meetings. Meetings of the Board of Directors of the Association, regular or special, may be held either within or without the State of Washington, in person or through one or more means of remote communication through which directors not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the Board, pose questions, and make comments.

Section 3.7. Initial and Regular Annual Meetings. The Board of Directors shall hold an annual meeting of the Members each year, with the first occurring within thirty (30) calendar days after the Transition Date (as defined in the Declaration), or as soon as practically possible if the Transition Date has already occurred, at such a time and place as the Board shall fix (or, in the case of the first annual meeting after the Transition Date, as the Members determine) for the purpose of election of directors and officers and for the consideration of any other business that may be properly brought before the meeting. At the annual meeting, the Board of Directors shall accept nominations for the directors’ positions to be filled from the Members. Regular annual meetings of the Board of Directors shall be held at least within ten (10) days after each annual meeting of the membership as such time and place the Board shall determine, and additional regular meetings may be held as the Board shall determine. Notice of the time and place of a regular Board meeting shall be communicated to directors not less than ten (10) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.8. Special Meetings. Special meetings of the Board of Directors may be called by any two directors, or the President or Secretary on two (2) days’ written notice to each director, either personally or by mail or by email. Notice of any special meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance by a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends a meeting for the

express purpose of objecting to the transaction of any business because such special meeting is not lawfully convened.

Section 3.9. Quorum. A majority of all the directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of directors present at a meeting where a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.10. Executive Committee. The Board, by resolution passed by a majority of the whole Board, may designate from among its Directors an executive committee and one or more other committees, which committees, to the extent provided in such resolution, shall have and exercise any or all of the authority of the Board of Directors, except that no such committee shall have the authority to designate candidates for the office of director, fill vacancies on the Board of Directors or any committee thereof or amend the Bylaws.

Section 3.11. Presence at Meetings. Members of the Board of Directors or an executive committee shall be deemed present in person at a meeting of such Board or committee if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

Section 3.12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

Section 3.13. Open Meetings. Subject to the provisions of Section 3.14, all meetings of the Board shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, upon the affirmative vote of a majority of the directors to assemble in an executive session, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to consider personnel matters; consult with legal counsel or consider communications with legal counsel; discuss pending transactions or matters where disclosure would affect negotiations; and discuss likely or pending litigation or mediation or matters involving possible liability of an Member to the Association. The motion to adjourn must state specifically the purpose for the executive session. The meeting minutes shall contain a reference to the stated purpose for the executive session. The provisions of this Section shall not require the disclosure of information in violation of law.

Section 3.14. Action Without a Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing or by email transmission, setting forth the action so taken, is executed (as defined herein) by all of the directors, and such consent shall have the same force and effect as a unanimous vote. For these purposes, "executed" means: (a) a writing that is signed; or (b) an email transmission that is sent with sufficient information to determine the sender's identity.

Section 3.15. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws or Washington law do not direct to be done and exercised exclusively by the membership generally.

Section 3.16. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Member's share of the Common Expenses;
- (b) levying and collecting such assessments from the Members;
- (c) providing for the operation, care, upkeep and maintenance of the common areas;
- (d) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase or leasing of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' business judgment, in depositories other than banks;
- (f) making and amending use restrictions and rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, replacements, additions and improvements to or alterations of the common area in accordance with the Declaration and these Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against any Members concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying property and liability insurance and fidelity insurance, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Association and all taxes or assessments on all personal property the Association owns and all common area;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any prospective purchaser of a Lot, any Member and the holders, insurers and guarantors of any mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records and financial statements of the Association;
- (n) permitting utility suppliers to use portions of the common area reasonably necessary to the ongoing development or operation of the properties;
- (o) indemnifying a director, officer or committee member or former director, officer or committee member of the Association to the extent such indemnity is required by Washington law, the Articles of Incorporation or the Declaration;

(p) assisting in the resolution of disputes between Members and others without litigation, if as set forth in the Declaration; and

(q) establishing, adopting, and making available to Members a schedule of fines for violations of the Articles of Incorporation, the Declaration, the Bylaws, and/or Use Restriction and Rules (“Governing Documents”).

Section 3.17. Accounts and Reports. The Association shall maintain correct and complete books, financial statements, and records of account. The Association shall keep its books and records of account and prepare its financial statements in accordance with generally accepted accounting principles, which shall be applied on a consistent basis from period to period unless the Board by resolution specifically determines otherwise. The books, records of account, and financial statements shall be in written form or in any other form capable of being converted into written form within a reasonable time.

(a) *Annual Balance Sheet and Income Statement.* The Association shall prepare annually (1) a balance statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and (2) an income statement showing the results of the Association's operations during its fiscal year. The Association shall prepare these statements not later than four (4) months after the close of each fiscal year, and in any case before the annual shareholders' meeting. These statements shall be prepared in accordance with generally accepted accounting principles which shall be applied on a consistent basis from period to period unless the Board by resolution specifically determines otherwise. The President, or the person who prepared the financial statements, shall prepare a certificate to accompany the annual financial reports attesting to the fact that the preparer used generally accepted accounting principles in preparing the financial statements, unless the Board by resolution specifically determines otherwise, and describing any respects in which the statements were prepared on a basis of accounting which was not consistent with statements prepared for the preceding year.

(b) *Copies to Shareholders.* The Association shall mail promptly, upon written request, a copy of the most recent balance sheet and income statement to any shareholder. The Association shall also furnish, upon written request, a statement of the sources and applications of the Association's funds and a statement of any changes in the shareholders' equity for the most recent fiscal year, if such statements have been prepared for other purposes.

Section 3.18. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain majority Member approval if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

Section 3.19. Right to Contract. The Association shall have the right to contract with any person for the performance of various duties and functions; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

Section 3.20. Budget. The Board of Directors of the Association shall prepare and adopt a proposed budget to determine appropriate annual assessment amounts as provided herein. The Board of Directors may delegate to the Treasurer to prepare, in whole or in part, the Budget. Within thirty (30) days after adoption of any proposed budget, the Board must provide a copy of the budget to all the Members and set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. The budget shall be ratified unless, at that meeting of Members, a majority of the votes in the Association reject the budget, whether or not a quorum is present. If the proposed budget

is rejected or the required notice is not given, the periodic budget last ratified by Members continues until the Members ratify a subsequent budget proposed by the board.

The budget must include:

- (a) The projected income to the Association by category;
- (b) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
- (c) The amount of the assessments per Lot and the date the assessments are due;
- (d) The current amount of regular assessments budgeted for contribution to the reserve account;
- (e) A statement of whether the association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
- (f) The current deficiency or surplus in reserve funding expressed on a per Lot basis.

The Board, at any time, may propose a special assessment. The assessment is effective only if the Board follows the procedures for ratification of a budget described in this section and the Members do not reject the proposed assessment. The Board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

Section 3.21. Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Lot of the violator, and to suspend a Member's right to vote for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules. In addition, the Board may suspend any services provided by the Association to a Member or the Member's Lot if the Member is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest or invitee of a Member Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall be assessed against both the Member (and the occupant if different than the Member) to be paid within the time period set by the Board. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) *Notice.* Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely request for a hearing is not made after notice of a proposed sanction is given, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. If a Member has consented to email notice, then notice under this Section 3.21 may be by email, as well as by personal delivery or mail. In the event that, in an emergency situation, the Board enforces any provision of the Declaration, these Bylaws, or the rules of the Association by self-help, the Board shall provide notice of the self-help action to the alleged violator within five days of taking such action. Such notice shall describe (i) the nature of the alleged violation, (ii) the self-help action taken, and (iii) any Specific Assessment to be levied for the expenses

associated with taking such action.

(b) *Hearing.* If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) *Additional Enforcement Rights.* Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help in an emergency situation or, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Member Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

Section 3.22. Interpretations and Determinations under Bylaws. The Board shall have the authority to interpret the provisions of these Bylaws and make determinations to resolve ambiguities, conflicts in terms or provisions or matters not directly covered by the provisions herein.

ARTICLE IV OFFICERS

Section 4.1. Composition and Designation. The Association shall have a President, a Secretary and a Treasurer. The Association also may have, at the discretion of the Board of Directors, one or more Vice Presidents (however titled), Assistant Secretaries and Assistant Treasurers. One person may hold two or more offices; however, the office of President and Secretary shall not be held by the same person.

Section 4.2. Election. The officers of the Association, except such officers as may be elected in accordance with the provisions of Section 4.3 or Section 4.5 of this Article, shall be elected annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers shall be elected by the affirmative vote of the majority of directors present at a meeting where a quorum is present.

Section 4.3. Subordinate Officers. The Board of Directors may elect such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may determine from time to time.

Section 4.4. Removal and Resignation. Any officer may be removed, either with or without cause, by the affirmative vote of the majority of directors present at any meeting where a quorum is present, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors, or the President or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors for the unexpired portion of the term.

Section 4.6. President. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall have general supervision, direction and control of the business and affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President shall execute deeds, bonds, mortgages and other instruments on behalf of the Association, except where required or permitted by law to be signed and executed otherwise and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. The President or the Secretary may prepare, execute, certify, and record amendments to the Governing Documents on behalf of the Association after required approvals are obtained. The President shall be ex-officio a member of all the standing committees, if any, shall have the general powers and duties of management usually vested in the office of the chief executive officer of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 4.7. Vice Presidents. The Vice Presidents, if any, shall have such powers and perform such duties as may be prescribed from time to time for them respectively by the President, the Board of Directors or these Bylaws.

Section 4.8. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the registered or principal office, or such other place as the Board of Directors may order, of all meetings of directors with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 4.9. Treasurer. The Treasurer shall have primary responsibility for the preparation of the budget as provided in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager or management agent, or both. 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, disbursements, gains, losses, capital, surplus and shares. The books of account shall be open at all reasonable times 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 of Directors. He shall disburse the funds of the Association, shall render to the President and any director, whenever requested, an account of all 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 of Directors or these Bylaws.

Section 4.10. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Member votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to

entering into such contract and such contract was unanimously approved by the Board, excluding the interested director.

ARTICLE V COMMITTEES

Section 5.1. General. The Board may appoint such committees, as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Committee members shall be appointed, and may be removed, by the Board acting in its discretion. Except as may be provided in the resolution creating the committee, and unless it shall consist entirely of Board directors, no Board committee shall have the authority to take final action on behalf of the Board on any matter, and, in any event, no Board committee shall have the authority of the Board to amend, alter or repeal these Bylaws; elect, appoint, or remove any member of any such committee or any director or officer of the Association; amend the Articles of Incorporation; adopt a plan of merger or adopt a plan of consolidation with another corporation; authorize the voluntary dissolution of the Association or revoke proceedings therefor; adopt a plan for the distribution of the assets of the Association not in the ordinary course of business; or amend, alter, or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation of authority to it shall not operate to relieve the Board or any individual director of any responsibility imposed upon it, him, or her by law.

Section 5.2. Finance Committee. The Board may establish a Finance Committee to assist the Treasurer, who shall serve as Chair of the Finance Committee, in preparation of the budget, as provided in Section 4.9 of these Bylaws, and other financial matters as determined by the Board. There shall be at least two Board directors on the committee.

Section 5.3 Architectural Review Committee. The Board may establish an Architectural Review Committee, or select such other committee name as decided by the Board, to assume review jurisdiction over architectural matters hereunder and in the Declaration. The ACC, when appointed, shall consist of at least three, but not more than five persons, who shall serve and may be removed and replaced in the Board's discretion. The members of the ACC shall include at least two (2) Board directors, and need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The ACC if created shall be responsible for reviewing all architectural matters under the Declaration and providing final recommendations to the Board for the Board's decision-making approval or disapproval under Article 9 of the Declaration.

Section 5.3. Advisory Committees. In addition to formal Board committees, the Board may establish from time to time one or more task forces, advisory committees and/or ad hoc committees (collectively "Advisory Committee") comprised of Members, residents or others, as the Board deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each Advisory Committee shall operate in accordance with the terms of such resolution. Advisory Committees may but shall not be required to include one or more directors. Advisory Committee members shall be appointed, and may be removed, by the Board acting in its discretion. No Advisory Committee shall have any authority to bind or commit the Board or the Association, but rather the purpose shall be to advise or make recommendations to the Board for action, in the Board's discretion.

ARTICLE VI GENERAL PROVISIONS

Section 6.1. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may designate from time to time.

Section 6.2. Fiscal Year. The fiscal year of the Association shall end on the 31st day of December, unless the Board establishes a different fiscal year by resolution.

Section 6.3. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Washington law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6.4. Execution of Deeds, Contracts and Other Documents. Except as otherwise provided by the Articles of Incorporation and the Board of Directors, all deeds and mortgages made by the Association and all other written contracts and agreements to which the Association shall be a party may be executed on behalf of the Association by the President or one or more Vice Presidents, if any shall have been elected, and may be attested to by the Secretary or Assistant Secretary. The Board of Directors may authorize the execution of deeds, mortgages and all other written contracts and agreements to which the Association may be a party by such other officers, assistant officers or agents, as may be selected by the President from time to time and with such limitations and restrictions as authorization may prescribe.

Section 6.5. Conflicts. If there are conflicts between the provisions of Washington law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Washington law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

ARTICLE VII AMENDMENT TO BYLAWS

These Bylaws may be altered, amended, repealed or added to by the Board of Directors as provided in the Articles of Incorporation; or alternatively, by the vote of two-thirds (2/3) of the Members present at any regular meeting of the Association, or at a special meeting of the Members called for that purpose, provided a quorum of the Members are present at such meeting.

ARTICLE VIII INDEMNIFICATION

Section 8.1. General. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of that fact that he or she is or was a director or officer of the Association or, being or having been such a director or officer, he or she is or was serving at the request of the Association as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent or in any other capacity, shall be defended, indemnified and held harmless by the Association to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, and all amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection therewith. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. No indemnification shall be provided under this Article to

any such person if the Association is prohibited by the nonexclusive provisions of the Washington Non-Profit Corporation Act or any other applicable law as then in effect from paying such indemnification. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made to or on behalf of a director or officer only upon delivery to the Association of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise, which undertaking may be unsecured and may be accepted without reference to financial ability to make repayment.

Section 8.2. Non-Exclusive. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote or disinterested directors or otherwise.

Section 8.3. Insurance. The Association may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Washington Non-Profit Corporation Act. The Association may enter into contracts with any director or officer of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 8.4. Interim Payments. The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, the Washington Non-Profit Corporation Act or otherwise.

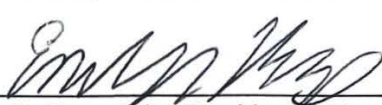
ARTICLE IX SEVERABILITY

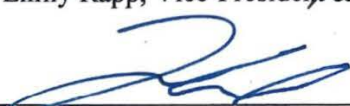
The provisions of these Bylaws shall be separable each from any and all other provisions of these Bylaws, and if any such provision shall be adjudged to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, or the powers granted to this Association by the Articles of Incorporation or Bylaws.

Adopted as of the 18th day of May, 2023.

CHELAN VISTA HEIGHTS
OWNERS ASSOCIATION
A Washington Non-Profit Corporation

By  _____
Joe Shaver, President & Trustee

By  _____
Emily Rapp, Vice-President & Trustee

By  _____
Levi Cox, Treasurer/Secretary &
Trustee