

1
2
3
4
5
6

**BY-LAWS
OF
RIVER SUITES CONDOMINIUM ASSOCIATION**

7
8
9
10
11

ARTICLE I.

12
13
14
15

NATURE OF BY-LAWS

16
17
18
19
20
21

Section--1 These By-Laws are intended to govern the administration of the RIVER SUITES CONDOMINIUM ASSOCIATION (hereinafter the "Association") located at 1823 First Avenue, Longview, Cowlitz County, Washington, a non-profit membership corporation organized under Chapter 24 of the Revised Code of Washington, together with the management and administration of the common elements of the RIVER SUITES CONDOMINIUM (hereinafter the "Condominium") which has been established by a Declaration recorded in the office of the Auditor of Cowlitz County, Washington, under File Number 960529072 and recorded in Volume 1231, page 0510, records of Cowlitz County.

22
23
24
25
26

Section--2 The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term "Condominium property", as used herein, shall include the land, the building, and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of Chapter 64.34 RCW.

Section--3 All present and future owners of units in the Condominium are members of the Association as organized under the Declaration, provided that there shall be no more than one (1) membership per unit. These unit owners, as well as any mortgagees, lessees, and occupants of the units, and any other persons who may use the facilities of the Condominium in any manner, are subject to these By-Laws, the Declaration, and any rules and regulations promulgated or to be hereinafter promulgated pertaining to the use and operation of the Condominium property. The acceptance of a deed or conveyance, or the entering into a lease, or the act of occupancy of a unit, shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

27
28
29
30

ARTICLE II.

31
32
33

ASSOCIATION MEMBERS

34
35
36

Section 1--Annual Meetings. The first meeting of the unit owners shall be held on call by the Board of Directors no more than thirty (30) days after conveyance of seventy-five percent (75%) of units to owners other than Declarant. At the first meeting, at least three (3) but not more than five (5) persons shall be elected by unit owners from among the unit owners to serve on the Board of Directors. The annual meeting of the unit owners shall be held at 7:00 p.m. on the first Tuesday in April of each calendar year.

1 unless such day shall be a holiday, in which event the meeting shall be held on the next
2 succeeding day. At such meetings, the Board shall be elected as provided by these By-
3 Laws, and the Association members may transact such other business as may properly
4 come before them.

5 **Section 2--Place of Meetings.** Meetings of the unit owners shall be held at an
6 office in the Condominium building or such other suitable place convenient to the owners
7 as may be designated by the Board.

8 **Section 3--Special Meetings.** Special meetings of the unit owners may be called
9 by the President, a majority of the Board of Directors, or by unit owners having twenty
10 percent (20%) of the undivided interest in the common areas and facilities. The notice
11 of any special meeting shall state the time, place, and purpose of the meeting. No
12 business shall be transacted at a special meeting except as stated in the notice.

13 **Section 4--Notice of Meetings.** The Secretary shall mail to each Association
14 member of record a notice of each annual or special meeting of the Association
15 members, at least ten (10) but not more than sixty (60) days in advance of any meeting,
16 the Secretary shall cause notice to be hand-delivered or sent prepaid by first class
17 United States mail to the mailing address of each unit or to any other mailing address
18 designated in writing by the unit owner. The providing of a notice of meeting in the
19 manner provided in this Section shall be considered service of notice.

20 **Section 5--Adjournment of Meetings.** If any meeting of the Association
21 members cannot be held because a quorum has not attended, a majority of the
22 Association members who are present at such meeting, either in person or by proxy,
23 may adjourn the meeting to a time not less than forty-eight (48) hours from the time the
24 original meeting was called.

25 **Section 6--Order of Business.** The order of business at all meetings of
26 Association members shall be as follows:

- 27 A. Roll Call;
- 28 B. Proof of Notice of Meeting;
- 29 C. Reading of Minutes of Preceding Meeting;
- 30 D. Report of Officers;
- 31 E. Report of Board;
- 32 F. Report of Committees;
- 33 G. Election of Members of the Board and Officers (when so required);
- 34 H. Old Business;
- 35 I. New Business;
- 36 J. Adjournment.

1 **Section 7--Voting.** There shall be one voting representative of each unit.
2 Declarant shall be considered an "owner" as the term is used herein and shall be the
3 voting representative with respect to any units owned by Declarant. If a person
4 (including Declarant) owns more than one unit, that person shall have the votes for each
5 unit owned. The voting representative shall be designated by the owner of each unit by
6 written notice to the Board and need not be an owner. The designation shall be
7 revokable at any time by actual notice to the Board from the person having an ownership
8 interest in the unit. This power of designation and revocation may be exercised by any
9 duly appointed representative of a unit owner. All owners may be present at any
10 meeting of the Association members. All votes for a unit must be cast as a single vote
11 and fractional votes shall not be allowed. In the event that joint owners are unable to
12 agree among themselves as to how their vote shall be cast, the majority of said owners
13 shall prevail and the vote allocated to such unit shall be cast accordingly.

8 **Section 8--Majority of Unit Owners.** As used in these By-Laws, the term
9 "majority of unit owners" shall mean those unit owners having more than 50% of the total
10 authorized votes of all unit owners present in person or by proxy in voting at any meeting
11 of the unit owners.

12 **Section 9--Quorum.** Except as otherwise provided in these By-Laws, the
13 presence in person or by proxy of unit owners having a majority of the total authorized
14 votes of all unit owners shall constitute a quorum at all meetings of the Association
15 members.

13 ARTICLE III.

14 BOARD OF DIRECTORS

15 **Section 1--Number and Qualifications.** The affairs of the Association shall be
16 governed by the Board of Directors (the "Board"). The Board shall be composed of at
17 least three (3) but not more than five (5) persons, none of whom need be owners, until
18 such time as the condominium Declarant has conveyed title to the units to owners.

18 1.1 The initial Board of Directors shall be appointed by the Declarant.

19 1.2 Sixty (60) days after conveyance of twenty-five percent (25%) of the
20 units, the owners, other than the Declarant, must elect at least one
21 (1) and not less than twenty-five percent (25%) of the Board; sixty
22 (60) days after conveyance of fifty percent (50%) of the units, the
23 owners, other than the Declarant, must elect not less than one-third
24 (1/3) of the Board. Sixty (60) days after conveyance of seventy-five
25 percent (75%) of the units, the owners shall be entitled to elect a
26 majority of the Board.

23 1.3 Notwithstanding any other provisions of these By-Laws to the
24 contrary, so long as the Declarant shall own twenty-five percent
25 (25%) of the units, the Declarant shall be entitled to elect at least
26 one (1) member of the Board for a one (1) year term. At such time
as the Declarant no longer owns twenty-five percent (25%) of the
units, the member of the Board elected by Declarant shall vacate

1 the Board and the place vacated shall be filled by the remaining
2 members of the Board for the unexpired term.

3 **Section 2--General Powers.** The Board shall have the powers and duties
4 necessary for the administration of the affairs of the Association, except as to such
5 powers and duties as by law or by the Declaration or by these By-Laws may not be
6 delegated to the Board by the unit owners. The powers and duties to be exercised by
7 the Board shall include, but shall not be limited to, the following:

- 8 a. Hire personnel necessary to be employed in order to properly maintain and
9 operate the Condominium. Compensation for services of such persons
10 shall be considered an operating expense of the Condominium.
- 11 b. Contract for utilities and arrange and be responsible for the maintenance,
12 upkeep, and repair of the Condominium property.
- 13 c. Employ, if necessary, professional services to assist in the operation of the
14 Condominium.
- 15 d. Prepare an annual budget, assess the common expenses against the unit
16 owners, and collect such assessments. Within thirty (30) days after
17 adoption of any proposed budget for the Condominium, the Board shall
18 provide a summary of the budget to all unit owners and shall set a date for
19 a meeting of the unit owners to consider ratification of the budget not less
20 than fourteen (14) nor more than sixty (60) days after mailing of the
21 summary.
- 22 e. Fill vacancies in its membership for the unexpired portion of any term of a
23 director.
- 24 f. Elect officers of the Association.
- 25 g. Open bank accounts on behalf of the Association and designate the
26 signatories required therefor.
- 27 h. Maintain financial records for the Association and, at least annually,
28 prepare, or cause to be prepared, a financial statement of the Association
29 in accordance with generally accepted accounting principles.
- 30 i. Obtain insurance for the Condominium property.

31 **Section 3--Election and Term of Office.** The initial members shall serve for a
32 term of one (1) year or until their successors are elected or appointed as above
33 provided. Thereafter, at each annual meeting of the unit owners, the owners shall elect
34 the members of the Board to serve for a one (1) year term.

35 **Section 4--Removal of Board Members.** At any regular or special meeting of
36 the Association, any one (1) or more of the members of the Board may be removed with
37 or without cause by a majority of the unit owners present and voting and a successor
38 may then and there, or thereafter, be elected to fill the vacancy thus created. Any
39 member of the Board whose removal has been proposed by the unit owners shall be

1 given an opportunity to be heard at the meeting. This provision shall not apply to Board
2 members appointed by the Declarant.

3 **Section 5--Vacancies.** Vacancies on the Board caused by any reason other than
4 removal of a member thereof by a vote of the unit owners shall be filled by unanimous
5 vote of the remaining members of the Board at a special meeting of the Board held for
6 that purpose promptly after the occurrence of any such vacancy, even though the
7 members present at such meeting may constitute less than a quorum. Each person so
8 elected shall be a member of the Board for the remainder of the term of the member
9 whose term is being filled and until a successor shall be elected.

10 **Section 6--Compensation.** No member of the Board shall receive any
11 compensation for acting as a director. However, directors may be reimbursed for out-of-
12 pocket expenses and may be compensated for services rendered to or for the
13 Association in any other capacity.

14 **Section 7--Meeting of Board.** The first meeting of the Board following the first
15 annual meeting of the unit owners shall be held within ten (10) days thereafter at such
16 time and place as shall be fixed by the unit owners at their annual meeting, and no
17 notice shall be necessary. Thereafter, regular meetings of the Board may be held at
18 such time and place as shall be determined from time to time by a majority of the
19 members of the Board. Notice of regular meetings of the Board shall be given to each
20 member of the Board by mail, private carrier, personal delivery, telephone, wire, or
21 wireless equipment which transmits a facsimile of the notice. If by mail, such notice shall
22 be deemed to be delivered when deposited in the United States mail and addressed to
23 the member at the member's address as it appears on the records of the Association.
24 The notice shall be given at least three (3) business days prior to the day of the meeting.
25 Special meetings of the Board may be called by the President on three (3) business
26 days notice to each member of the Board given as provided in this Section above, which
notice shall state the time, place and purpose of the meeting. Special meetings of the
Board may be called by the President or Secretary in like manner and on like notice on
the written request of at least a majority of the members of the Board.

18 **Section 8--Waiver of Notice.** Any member of the Board may, at any time, waive
19 notice of any meeting of the Board in writing, and such notice shall be deemed
20 equivalent to giving of such notice. Attendance by a member of the Board at any
21 meeting of the Board shall constitute a waiver of notice by the member of the time and
22 place thereof. If all the members of the Board are present at any meeting of the Board,
23 no notice shall be required and any business may be transacted at such meeting.

21 **Section 9--Quorum of Board.** At all meetings of the Board, a majority of the
22 members thereof shall constitute a quorum for the transaction of business and the votes
23 of a majority of the members of the Board present at a meeting at which a quorum is
24 present shall constitute the decision of the Board. If at any meeting of the Board there
25 are less than a quorum present, a majority of those present may adjourn the meeting
26 from time to time. At any such adjourned meeting at which a quorum is present, any
business which might have been transacted at the meeting originally called may be
transacted without further notice.

25 **Section 10--Fidelity Bonds.** The Board may obtain adequate fidelity bonds for
26 the Board. The premiums on such Bonds shall constitute a common expense.

1 **Section 11--Duty of Care of the Board.** In the performance of their duties, the
2 members of the Board of Directors are required to exercise: (a) if appointed by the
3 Declarant, the care required of fiduciaries of the unit owners; or (b) if elected by the unit
4 owners, ordinary and reasonable care.

5 ARTICLE IV.

6 OFFICERS

7 **Section 1--Designation.** The principal officers of the Association shall be the
8 President, the Vice-President, the Secretary, and the Treasurer, all of whom shall be
9 elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant
10 Secretary, and such other officers as in its judgment may be necessary. The President
11 and Vice-President must be members of the Board. Any two officers, with the exception
12 of the President, may be combined in one person.

13 **Section 2--Election of Officers.** Officers shall be elected annually by the Board
14 at the organizational meeting of each new Board and shall hold office at the pleasure of
15 the Board.

16 **Section 3--Removal of Officers.** Upon the affirmative vote of a majority of the
17 members of the Board, any officer may be removed, either with or without cause, and
18 the removed officer's successor may be elected at any regular meeting of the Board, or
19 at any special meeting of the Board called for said purpose.

20 **Section 4--President.** The President shall be the chief executive officer of the
21 Association and shall preside at all meetings of the Association members and of the
22 Board. The President shall have all of the general powers and duties which are incident
23 to the office of President including but not limited to the power to appoint from among
24 the Association members any committee which the President decides is appropriate to
25 assist in the conduct of the affairs of the Association.

26 **Section 5--Vice President.** The Vice-President shall take the place of the
President and perform the President's duties whenever the President shall be absent or
unable to act. If neither the President nor the Vice-President is able to act, the Board
shall appoint some other member of the Board to act in the place of the President on an
interim basis. The Vice-President shall also perform such other duties as shall from time
to time be imposed upon the Vice-President by the Board or by the President.

Section 6--Secretary. The Secretary shall keep the Minutes of all meetings of
the Association members and of the Board; shall have charge of such books and papers
as the Board may direct; and shall, in general, perform all the duties incident to the office
of Secretary.

Section 7--Treasurer. The Treasurer shall have the responsibility for keeping
Association funds and shall be responsible for keeping full and accurate financial records
and books of accounts showing all receipts and disbursements; for the preparation of all
required financial statements and budgets; for the deposit of all monies and other
valuable effects in the name of the Association or the Board in such depositories as may

1 from time to time be designated by the Board, and shall, in general, perform all the
2 duties incident to the office of Treasurer.

3 **Section 8--Agreements, Contracts, Deeds, Leases, Checks, Etc.** All
4 agreements, contracts, deeds, leases, checks and other instruments of the Association
5 shall be executed by the President or Vice-President and any other officer of the
6 Association or by such other person or persons as may be designated by the Board.

7 **Section 9--Compensation of Officers.** No officer shall receive any
8 compensation from the Association for acting as such.

9 ARTICLE V.

10 FISCAL YEAR

11 The fiscal year of the Association shall be on a calendar year basis.

12 ARTICLE VI.

13 MAINTENANCE, REPAIR AND ALTERATION OF PROPERTY

14 **Section 1--Maintenance and Repair.** Each unit owner shall promptly perform at
15 that owner's own cost and expense all maintenance and repair work with respect to each
16 portion of their owned unit which does not comprise a part of the common or limited
17 common areas, and which, if omitted, would adversely affect the safety of the building
18 in which the unit is located or any part or parts thereof belonging in whole or in part to
19 other members. Each member shall be liable for any damages, liabilities, costs, or
20 expenses including attorneys' fees, caused by or arising out of the failure to promptly
21 perform any such maintenance or repair work.

22 **Section 2--Common Expense.** All maintenance, repairs, and replacements to
23 the common elements and facilities, whether located inside or outside of the units,
24 (unless necessitated by the negligence, misuse, or neglect of a unit owner, in which case
25 such expense shall be charged to such unit owner) shall be made by the Board and
26 charged to all unit owners as a common expense. All payment vouchers are to be
approved by either the President or Treasurer.

27 **Section 3--Aesthetic Restrictions.** Unit owners shall not have any right to paint
28 or otherwise decorate or change the appearance of any portion of the exterior of the
29 building in which a unit is located. The unit owner shall promptly report to the Board any
30 defect or need for repairs, the responsibility for which is that of the Association. Except
31 as herein provided, no member or group of members shall build, plant, or maintain any
32 matter or thing upon, over or under the common elements, except with the express
33 permission of the Board in writing having first been obtained, nor shall any member
34 place trash, garbage, excess materials of any kind on or about the common elements,
35 nor burn, chop, or cut anything on, over or above the common elements.

36 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

ARTICLE VII.

LIEN FOR ASSESSMENTS

Section 1--Lien for Unpaid Assessments. The Association has a lien on a unit for any unpaid assessments levied against the unit from the time the assessment is due. Any assessment not paid within ten (10) days of the due date is deemed delinquent.

Section 2--Priority of Lien. A lien under this Article shall be prior to all other liens and encumbrances on a unit except: (a) Liens and encumbrances recorded before the recording of the Declaration; (b) a mortgage on the unit recorded before the date on which the assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the unit.

Section 3--Interest. The Association may, from time to time, establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent assessments or installments thereof. In the absence of another established non-usurious rate, delinquent assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum.

Section 4--Foreclosure of Lien for Assessments. The Association shall be entitled to foreclose its lien under this Article either by judicial or non-judicial proceedings as provided by the statutes of the state of Washington.

Section 5--Attorney Fees. The Association shall be entitled to recover any costs and reasonable attorney fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in the enforcement of a judgment.

19
20
21
22
23
24
25
26

ARTICLE VIII.

INSURANCE

Section 1--Insurance Coverage. Commencing not later than the time of the first conveyance of a unit to a person other than a Declarant, the Association shall obtain and maintain at all times as a common expense a policy or policies of insurance to the extent reasonably available as follows:

- A. Property insurance on the condominium, which may, but need not, include equipment, improvements, and betterments in a unit installed by the Declarant or unit owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than 80%, or such greater amount as may be specified in the Declaration, of the actual cash value of the insured property at the time the insurance is purchased and at each renewable date, exclusive of land, excavations, foundations, and other items normally excluded from property policy; and

1 B. Liability insurance, including medical payments insurance, in an amount
2 determined by the Board of Directors but not less than the amount which
3 may be specified in the Declaration, covering all occurrences commonly
4 insured against for death, bodily injury, and property damage arising out
5 of or in connection with the use, ownership, or maintenance of the common
6 elements.

7 C. Insurance policies carried pursuant to this Section shall provide that:

8 C.1 Each unit owner is an insured person under the policy with respect
9 to liability arising out of the owner's interest in the common
10 elements or membership in the association;

11 C.2 The insurer waives its right to subrogation under the policy against
12 any unit owner, lessee of the unit owner, and any employee of the
13 unit owner;

14 C.3 No act or omission by any unit owner, unless acting within the
15 scope of the owner's authority on behalf of the Association, will void
16 the policy or be a condition to recovery under the policy; and

17 C.4 If, at the time of a loss under the policy, there is other insurance in
18 the name of a unit owner covering the same risk covered by the
19 policy, the Association's policy provides primary insurance.

20 **Section 2--Notice of Modification, Cancellation or Non-Renewal of Insurance.**

21 If the insurance described in Section 1 of this Article is not reasonably available, or is
22 modified, cancelled, or not renewed, the Association shall promptly cause notice of that
23 fact to be hand delivered or sent prepaid by first class United States mail to all unit
24 owners, to each eligible mortgagee, and to each mortgagee to whom a certificate or
25 memorandum of insurance has been issued at their respective last known addresses.

26 **Section 3--Additional Insurance.** The Association, in any event, may carry any
other insurance it deems appropriate to protect the Association or unit owners.

Section 4--Insurance Proceeds. Any loss covered by the property insurance
under Section 1.A above must be adjusted with the Association, but the insurance
proceeds for that loss are payable to any insurance trustee designated for that purpose,
or otherwise to the Association, and not to any holder of a mortgage. The insurance
trustee or the Association shall hold any insurance proceeds in trust for unit owners and
lien holders as their interests may appear. Subject to the provisions of Section 6 below,
the proceeds must be disbursed first for the repair or restoration of the damaged
property, and unit owners and lien holders are not entitled to receive payment of any
portion of the proceeds unless there is a surplus of proceeds after the property has been
completely repaired or restored or the Condominium is terminated.

Section 5--Additional Insurance. Any insurance policy issued to the Association
does not prevent a unit owner from obtaining insurance for the owner's own benefit.

///

1 Section 6--Use of Insurance Proceeds. Any portion of the Condominium for
2 which insurance is required under this Article which is damaged or destroyed shall be
3 repaired or replaced promptly by the Association unless: (a) The Condominium is
4 terminated; (b) repair or replacement would be illegal under state or local health or safety
5 statutes or ordinances; or (c) eighty percent (80%) of the unit owners, including every
6 owner of a unit or assigned limited common element which will not be rebuilt, vote not
7 to rebuild. The cost of repair or replacement in excess of insurance proceeds and
8 reserves is a common expense. If all of the damaged or destroyed portions of the
9 Condominium are not repaired or replaced: (i) The insurance proceeds attributable to the
10 damaged common elements shall be used to restore the damaged area to a condition
11 compatible with the remainder of the Condominium; (ii) the insurance proceeds
12 attributable to units in limited common elements which are not rebuilt shall be distributed
13 to the owners of those units and the owners of the units to which those limited common
14 elements are allocated, or to lien holders, as their interests may appear; and (iii) the
15 remainder of the proceeds shall be distributed to all the unit owners or lien holders, as
16 their interests may appear, in proportion to the common element interests of all the units.
17 If the unit owners vote not to rebuild any unit, that unit's allocated interests are
18 automatically reallocated upon the vote as if the unit had been condemned and the
19 Association shall promptly prepare, execute, and record an amendment to the
20 Declaration reflecting the reallocations. Notwithstanding the provisions of this Section,
21 RCW 64.34.268 governs the distribution of insurance proceeds if the Condominium is
22 terminated.

23 ARTICLE IX.

24 EXCULPABILITY OF BOARD AND OFFICERS

25 Neither the Board as a body nor any member thereof nor any officer of the
26 Association shall be personally liable to any unit owner in any respect for any action or
lack of action arising out of execution of his office. Each unit owner shall be bound by
the good faith actions of the Board and officers of the Association in the execution of the
duties of said directors and officers. Unless acting in bad faith, no director or officer of
the Association shall be liable to any unit owner or any other person for misfeasance or
malfeasance in office.

27 ARTICLE X.

28 INDEMNIFICATION OF OFFICERS AND DIRECTORS

29 The Association shall indemnify its officers and directors to the greatest extent
30 permitted by law. The Association shall have the power to purchase and maintain
31 insurance on behalf of any person who is a director or officer of the Association against
32 any liability asserted against such person and incurred by such person in any such
33 capacity or arising out of any status as such.

34 *+++*

35 *+++*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARTICLE XI.

AMENDMENT OF BY-LAWS

These By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly constituted for such purpose, a quorum being present, by an affirmative vote of sixty-seven percent (67%) of the votes entitled to be cast in person or by proxy.

ARTICLE XII.

ARTICLE ENFORCEMENT

The Association may enforce the terms of the By-Laws or any rule or regulation enacted by the Board of Directors pursuant to the By-Laws by any or all of the following: self-help; by sending notice to the offending party to cause certain things to be done; by restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be provided by law; by complaint to the duly constituted authorities. The foregoing shall be construed to be an addition to all other powers granted herein and by the Washington Condominium Act and not in limitation thereof.

These By-Laws were adopted at the organizational meeting of the Board of Directors of RIVER SUITES CONDOMINIUM ASSOCIATION, a Washington corporation organized and existing under laws of the State of Washington, held on the 31 day of May, 1996.

RIVER SUITES CONDOMINIUM ASSOCIATION

By: Charles W. Bond
President