

**BYLAWS**  
**SUNLAND CONDOMINIUM OWNERS ASSOCIATION**

**DIVISION 7**

**AMENDED - March 17, 2022**

***Amendments included in this revision of the Bylaws include:***

1. *Formatting and reorganization of content by subject matter for clarity, including adding Table of Contents.*
2. *Transfer of some regulations from the Declaration to the Bylaws, as directed by the attorney, in accordance with RCW 64.32 and RCW 64.34.*
3. *Documenting Board responsibility to establish Reserve accounts with membership approval as noted in the Article 31 of the Declaration, including regulations regarding establishment of separate roof reserve accounts and method of assessment per unit; transfer of Exhibits B and C from Declaration to the Bylaws covering Roof Reserve assessment(s) and management (per attorney recommendation).*
4. *Clarification of financial and monetary authority policies including Board directed and approved changes in November 2021.*
5. *Clarification of voting rights of members as outlined in the Declaration – one vote per unit; no restriction to only one vote for owners of multiple units.*
6. *Clarification of duties of Board and Committees.*
7. *Proposed change re surplus operating fund restrictions, to be adjusted based on current budget levels. (NOTE: \$25,000 limit to operating funds retained annually was established prior to 1996 when the total budget in the late 90's was considerably less than the current budget in 2022.)*
8. *Correction in Exhibit C Roof Reserve assessments due to error on previous amendments of the Declaration.*

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**ARTICLE I – NAME AND LOCATION**

The name of the Association is **SUNLAND CONDOMINIUM OWNERS ASSOCIATION**, an association of owners in Sunland Division 7, a Condominium, hereinafter referred to as the **Association**. The principal office of the Association is located at 264 W. Washington Street, Sequim, Washington 98382. Meetings of Members and Directors may be held at such places within the state of Washington, County of Clallam, as may be designated by the Board of Directors, hereinafter referred to as the **Board**.

**ARTICLE II - DEFINITIONS**

- A. **Allocated Interests** means the undivided interest in the common elements, the common expense liability, and votes in the Association allocated to each unit.
- B. **Assessment** means all sums chargeable by the Association against a unit including, without limitation:
1. Regular and Special Assessments for common expenses, charges and fines imposed by the Association;
  2. Interest and late charges on any unpaid portion of an owner's account, delinquent for more than 30 days after it was due and payable. The maximum rate of interest charged shall not exceed the amount allowable under Washington state RCW 19.52.025.
  3. Costs in connection with the collection of a delinquent account, including reasonable attorney's fees incurred by the Association.
- C. **Board** means the Board of Directors, which has the primary authority to manage the affairs of the Association.
- D. **Committee**, as appointed by the board, means a member of Board of Directors plus Member(s) of association.
- E. **Common Area** means all portions of a condominium other than the unit.
- F. **Common Expenses** means expenditures made by the Association or financial liabilities of the Association, together with any allocations to reserves.
- G. **Condominium** means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of these portions. Real property is not a Condominium unless the undivided interests in the Common Areas are vested in the unit owners and unless a Declaration and survey map and plans have been recorded pursuant to Chapter RCW 64.32 and 64.34.

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- H. **Conveyance** means any transfer of the ownership of a unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.
- I. **Limited Common Area** means a portion of the Common Area allocated by [Article 5 and Article 7 of the Declaration](#) or by operation of RCW 64.34.204(2) or (4) for the exclusive use of a unit owner. The Allocation of Limited Common Areas to each unit is documented in Exhibit B of the Declaration.
- J. **Member** means every person or entity who holds a membership in the Association.
- K. **Owner** means the record owner, or contract purchaser, whether one or more persons or entities, of the fee interest in any unit, including contract sellers, and excluding those having such interest merely as security for the performance of an obligation.
- L. **Unit** means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Article 6 of the Declaration and amended pursuant to RCW 64.32.010 (6).

**ARTICLE III - MEMBERSHIP**

- A. Membership includes every person or entity who is a recorded owner of a fee or undivided fee interest or contract purchaser in any Unit which is subject to Assessments, according to the Declaration, by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be inseparably appurtenant to ownership of any Unit(s) which are subject to Assessment by the Association. Ownership of such Unit(s) shall be the sole qualification for membership.
- B. During any period in which a Member shall be in default in the payment of any annual or special Assessment levied by the Association, the voting rights of such Member and right to use of the recreational facilities may, at the discretion of the Board, be suspended until such Assessment has been paid. No Member is relieved of liability for Assessments by non-use of the community area or by abandonment of their Unit.
- C. Per the ARTICLE 16 of the DECLARATION, the total voting power of all owners shall be equal to the number of units in the Association and the owner(s) of any individual unit shall be entitled to one (1) vote. If a person, partnership, or corporation owns more than one unit, each entity shall have the votes of each unit owner.

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**ARTICLE IV- PROPERTY RIGHTS – RIGHTS OF ENJOYMENT**

Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Member(s) may delegate their rights to enjoyment of the Common Area and facilities to the members of their family, guests, tenants, or contract purchasers who may reside on the property. The Board shall provide in its Rules and Regulations the proper procedure for Owners to notify the Secretary of the proposed date and term of occupancy of any Unit where the Owner is not also in occupancy. The rights and privileges of such occupants or delegates are subject to suspension to the same extent as those of the Member.

Additional land, which need not be contiguous, but which must be not more than one mile distant from the present boundaries of the properties, may be brought within the jurisdiction of the Association per the Articles of Incorporation and the Declaration.

**ARTICLE V- BOARD OF DIRECTORS SELECTION  
AND TERM OF OFFICE**

- A. The affairs of this Association shall be managed by a Board of no less than five (5) nor more than seven (7) Directors who must be elected from the Membership of the Association. There shall be no more than one (1) Board member per unit; however, the Board may make exceptions if deemed necessary to fulfill Board responsibilities.
- B. At each Annual Meeting, the Members shall elect approximately one-third of the Directors for a term of three (3) consecutive years. Any Director may serve for two 3-year terms but must then be off the Board for at least one year. The term of the new Board Members shall commence at the end of the Annual Meeting during which they were elected.
- C. Any Director may be removed from the Board with or without cause by a majority vote of the Members of the Association, or a majority of the other Members of the Board. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Members of the Board from name(s) provided by the Nomination Committee and shall serve for the un-expired term of that predecessor.
- D. Directors shall receive no compensation for any service they may render to the Association. Directors may be reimbursed for their actual expenses incurred in the performance of their duties.
- E. Directors, individually or as a group, shall have the right to take any appropriate action in response to an emergency. Any action so taken under this section must be ratified at the next regular Board meeting in order to become an official act of the Board.

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**ARTICLE VI – BOARD MEETINGS**

- A. Regular meetings of the Board shall be held monthly, at such place and hour as may be fixed by resolution of the Board.
- B. Special meetings of the Board may be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days written or e-mail notice to each Director; however, this section shall not limit the right of Directors to waive notice as above noted in Article V, paragraph E. Written notice for special meetings shall be sent to the owners no less than 15 days prior to the date fixed for said meeting and per Article 18 of the Declaration.
- C. Every action done or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

**ARTICLE VII – MEETING OF MEMBERS - NOTICES**

- A. The Annual Meeting of the Members shall be held within the third week of September or, if not feasible, on another date to be determined by the Board. If the day for the Annual Meeting of the Members is a legal holiday, the meeting may be held at the same hour on the first day following which is not a legal holiday.
- B. The agenda for the Annual Meeting shall include, but not be limited to presentation of an internal audit of the common expenses, itemizing receipts and disbursements for the year to date, tabulation of votes for the Board of Director positions, and tabulation of votes for approval of the operating and reserve budgets.
- C. Special meetings of the Members may be called at any time by the President, the Vice-President upon the disability or absence of the President, or by a majority of at least twenty percent (20%) of the Members who are entitled to cast votes.
- D. Written notice of each Special meeting or each Annual Meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, delivering, or mailing a copy of such notice, not less than fifteen (15) days or not more than thirty (30) days prior to such meeting to each Member entitled to vote. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

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- E. Any notice to Owners permitted or required under the Declaration or under these Bylaws may be delivered either in person, by mail, or by electronic email (if so authorized by each individual Owner). Mailing or email addresses may be changed from time to time by notice in writing to the Board. Notices shall be deemed received when:
1. Notice is mailed to the Member's address last appearing on the records of the Association or supplied by such Member for the purpose of notice, or
  2. Notice is hand delivered to Member in person and a recorded signature(s) acknowledging receipt of such notice is secured by the Secretary of the Board.
  3. Notice sent via electronic email has been confirmed sent, if email has been authorized by each Owner.
- F. Secured parties may request past copies of all notices to Owners by written request and per Article 18 of the Declaration.
- G. A minimum of fifty percent (50%) of the votes cast and proxies of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or the Declaration. If, however, such quorum shall not be present or represented by proxy at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting without notice after an announcement at the meeting, until a quorum can be present or represented.
- H. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed by the Secretary. Every proxy may be revocable in writing from the Owner or by Owner in attendance in person at any Special or Annual Meetings of the Members. Upon final sale of a unit, any pending proxies from previous Owner(s) will be considered void.

**ARTICLE VIII- NOMINATION AND ELECTION OF DIRECTORS**

- A. Nomination for election to the Board shall be made by a Nominating Committee. All nominations must be submitted to the Nominating Committee and approved by the Board no later than 20 days prior to the Meeting. All Association Members submitting and maintaining a request to be nominated shall have their requests presented to the Nominating Committee 20 days prior to the Meeting in order to be presented with the ballots to the entire membership prior to the voting at the Annual Meeting.
- B. Election to the Board is made by secret ballot. At each election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting, although permissible in the State of Washington, shall not be allowed in this Association.



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**ARTICLE IX- POWERS AND DUTIES OF THE BOARD**

It shall be the duty of the Board to:

- A. Adopt, publish, legally file with the appropriate department of the State of Washington or Clallam County Clerk, and make available online all governing documents, including the Articles of Incorporation, the Declaration (CCRs), the Bylaws, and the Rules and Regulations (R&Rs).
- B. Adopt and publish Rules and Regulations (R&Rs) governing the use of the Common Areas and facilities and the conduct of Members, their families, guests, tenants, and contract purchasers thereon.
- C. Review and adopt revisions to these Bylaws and the R&Rs in a timely manner to ensure necessary additions and deletions, adhering to the procedures required as noted in the Declaration, with a majority vote of the Board.
- D. Cause the R&Rs to include penalties for violations and for failure to pay common and special Assessments as required. Penalties may consist of fines or suspension of the right to use the Common Areas or facilities and the right to vote.
- E. **Provide a copy of all governing documents, including adopted revisions, to every Member, and to every tenant, and any contract purchaser** in possession as soon as it receives notice that such tenant or purchaser is in possession. Governing documents are included in Resale Certificates issued by the Treasurer upon transfer of title, and may also be found on the Division 7 website and the SLOA website.
- F. Provide in the R&Rs a citation form for the commencement and processing of violations which, in cases of a plea of no contest or a finding after a hearing that the violation is established and the penalty in either case has been ordered, shall be filed in the address file of the Member at the Association office. By adoption of these Bylaws, the Board requires that hearings shall be informal and may be before a quorum of the Board or a Hearing Officer or Committee appointed by the Board.
- G. Provide in the R&Rs detailed hearing procedures and rights assuring to the person charged procedural due process of law.
- H. In the R&Rs establish the maximum fine which can be imposed and the maximum duration for a continuance on conditions or for the suspension of rights.
- I. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

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- J. Declare the office of a Member of the Board to be vacant in the event such Member (or the Board approved substitute) shall be absent from three (3) consecutive meetings of the Board. However, exceptions may be made for those Board Members who live elsewhere for part of the year or take an extended vacation or sick leave, providing they attend the meeting via some form of audio technology that allows concurrent participation of all members without an intermediary.
- K. Employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe the duties, terms, and compensation of such contractors or employees.
- L. Cause to be kept and available to all Members a complete record of all its acts and corporate affairs including monthly agenda, monthly financial statements, and minutes of Board meetings. Present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting, when such statement is requested in writing by twenty percent (20%) of the members who are entitled to vote.
- M. Supervise all Board members, agents, and employees of this Association to see that their duties are properly performed.
- N. As more fully provided herein and in the Declaration, to:
  - 1. Fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period, as provided in Article XII;
  - 2. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period.
- O. Establish reserve accounts and set annual reserve account assessments for the purpose of funding major maintenance, repair, and replacement of common elements, with approval of the membership as outlined in Article 31 of the Declaration:
  - 1. Reserve accounts funds shall not be co-mingled with operating accounts.
  - 2. All financial accounting of reserve funds shall be kept in accordance with the Generally Accepted Account Principles (GAAP). The reserve accounts are subject to the annual audit as well as the operating funds.
  - 3. Separate roof reserve accounts shall be maintained, one for composite roof replacements and one for tile roof replacements. All contributions by Owners will be deposited in the appropriate reserve accounts
  - 4. Amount of Reserve Assessments shall be determined by the Board Members, based on the required annual Reserve Study and the projected budget(s), and presented to the membership for approval under the guidelines set forth in Article VII. Assessments for both Roof Reserve accounts shall be determined as set forth in Exhibit B, using ratios set forth therein, and the Board shall present any change in Reserve Account Assessments or

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ratios to the membership for approval. Amendments or changes to reserve assessments shall be approved by the concurring vote, either in person, or by proxy, or by absentee ballot, of not less than sixty (60%) percent of the owners of units with the Association at an Annual or Special meeting called for that purpose. Notices for such meetings shall be made in accordance with the specifications in the Declaration and the Bylaws.

5. Expenditures shall be charged as appropriate to each fund.
- P. Issue within 10 days of a request by any Member, a Resale Certificate, before execution of any contract sale of a unit or otherwise before conveyance as set forth in Article 31 of the Declaration. The Treasurer, working with the Bookkeeper or CPA, is charged with issuing the Resale Certificate and responsible for including copies of all Governing Documents as required in RCW 64.34. A reasonable charge to cover expenses incurred may be made by the Board for the issuance of these certificates. Resale Certificates should be issued only after a careful review by the Board of any additions or changes made by the Owner of that unit that alter maintenance responsibilities.
- Q. Procure and maintain adequate liability and hazard insurance on property owned by, and the business conducted by, the Association.
- R. Cause the Common Area to be maintained.
- S. Cause the exterior of the Units to be maintained in accordance with these Bylaws and the Declaration.
- T. Provide the monthly agenda, minutes, and financial statements setting forth income and expenses of the Association and its financial condition, to every Member via email, website, or other means as requested.
- U. Require the Audit and Finance Committee to provide that a full annual audit of Association books and records be made by a licensed CPA who is not a Member of the Association.

**ARTICLE X – BOARD OFFICERS AND THEIR DUTIES**

- A. The Officers of this Association shall be a President, Vice-President, Secretary, and Treasurer, all of whom shall be Members of the Board.
- B. The same Board Member may not hold more than one Office, other than Secretary/Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Article XI - E below, provided that no offices shall be held in derogation of the laws of the State of Washington pertaining to non-profit corporations.

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- C. Election of Officers shall take place in Executive Session by written ballot following each Annual Meeting of the Members.
- D. The Officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he/she shall resign, be removed, or is otherwise disqualified to serve.
- E. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.
- F. Any Officer may be removed from Office or from the Board, with or without cause, by a vote of the majority the Board Members. Any Officer or Board member may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice.
- G. A vacancy in any Office may be filled by a vote of the Board. The Member elected to such vacancy shall serve for the remainder of the term held by the departing Officer.

The duties of the Officers are as follows:

- A. **The President:** Shall preside at all meetings of the Board, see that the requirements of the Declaration, Bylaws, R&Rs, and Articles of Incorporation guide the actions of the Board and that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and other written instruments, and shall be authorized to sign checks and loans. To assist with continuity, the immediate past president is permitted to assist the Board as a nonvoting consultant for six months.
- B. **The Vice President:** Shall act in the place of the President in the event of the President's absence, inability, or failure to act, and shall exercise and discharge other duties as may be required by the Board.
- C. **The Secretary:** Shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform other such duties as required by the Board.
- D. **The Treasurer:** In cooperation with the contract bookkeeper, the Treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Board; shall manage the signing of checks and loans of the Association; shall present to the Board each month, statements of income and expenditures

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and financial conditions (one-month, year-to-date, and comparison-to-budget); make such statements available to Association Members after the monthly meeting; and shall prepare and present an annual operating and reserve account budget to the Board and the membership at the Annual Meeting. The Treasurer shall also ensure compliance of all transactions per the Limits of Monetary Authority as noted in ARTICLE XIII of these Bylaws.

**ARTICLE XI - COMMITTEES**

The Board shall appoint Committees for carrying out its purposes, including, but not limited to:

- A. An Architectural Control and Maintenance Committee to advise the Board on all matters pertaining to architecture and structures. In addition, advises the board on all matters pertaining to the maintenance, repair or improvement of the properties, manages contracts, and performs such other functions as the Board may determine. The Maintenance Director must maintain records of all maintenance requests and completed work, as well as update the estimated maintenance projections and Reroofing Schedule (Exhibit B herein) for budgetary analysis. Painting schedules, road repair plans, deck maintenance schedules and other maintenance procedures and responsibilities will be determined by this Committee's Standard Operating Procedures, as approved by the Board.
- B. A Landscape Committee which manages contracts to provide for the landscaping and grounds maintenance of all the Common Areas in accordance with policies established by the Board. Landscape responsibilities will be determined by this Committee's Standard Operating Procedures, as approved by the Board.
- C. An Audit and Finance Committee shall advise the board on procedures and controls for the Association accounting, selection of a bookkeeper, selection of an independent auditor, and monitor all financial accounting and reporting at least annually. The annual audit and the oversight of the Association finances will be conducted following the guidelines noted in all Governing Documents and in the Standard Operating Procedures as determined by this Committee, and as approved by the Board.
- D. A Governing Documents Committee consists of one Board Member and at least two non-board members. It shall advise the Board of all updates, revisions, and communication of all governing documents. Responsibilities for oversight of all governing documents shall be noted in the Standard Operating Procedures as determined by this Committee, and as approved by the Board.
- E. The Nominating Committee per Article VIII shall consist of one Board member and at least two non-Board members and shall promote applications for Board vacancies to be voted on by members at the Annual Meeting. It will facilitate distributing applicant information to all Association Members prior to the Annual Meeting. The Nominating Committee Chair shall be

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appointed by the Board at the first regular meeting for the next year after the Annual Meeting and will serve until the close of the next Annual Meeting. Name and contact information of each member of the Nominating Committee shall be announced by the Board and included on the Division 7 web site. Responsibilities and procedures shall be determined by this Committee's Standard Operating Procedures, as approved by the Board.

- F. It shall be the duty of each Committee to receive complaints on any matter involving Association functions, duties, and activities within its field of responsibility, and to inform the entire Board of all issues in a timely manner.
- G. The appropriate committee(s) shall notify members filing, or affected by, a complaint or requests, of the proposed resolution or progress toward a resolution within 72 hours.

**ARTICLE XII – FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year.

**ARTICLE XIII – LIMITS OF MONETARY AUTHORITY**

The members of the Board of Directors and designated Committee Chairpersons, Coordinators, and individuals specifically designated by the Board of Directors, have a fiduciary responsibility to the Association and Owners. These individuals must exercise due care and diligence when requesting, approving, committing, or expending funds on behalf of the Association and must act in conjunction with the following guidelines:

- A. The members of the Board of Directors, Committee Chairpersons, or delegated individuals can request reimbursements of up to **\$200** for specific budgeted categories for expenditures incurred on behalf of Division 7 by submitting supporting receipts and invoices to the Division 7's Treasurer to start the payment process, after receiving signature approval from one Board member other than the person requesting the payment. Reimbursements above \$200 will require the approval of **two** Board members, other than the person requesting payment.
- B. The Maintenance Director and Landscaping Director are authorized to approve invoice payments for services rendered within their budgeted categories, up to **\$2,500** with supporting documentation from the vendor or contractor. Prior to payment of a contractor's invoice, a copy of the contractor license and bond, as well as a current W-9, must be on file. Authorization for payments above **\$2,500** always require the approval of the Board of Directors prior to committing to do the work. Within five business days, invoices should be submitted to the Treasurer for payment processing, with the correct GL account code and two Board members signature approvals on the invoice.
- C. The monetary expenditure limits for both A and B in this Article apply to each individual invoice.

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- D. The Division 7 bookkeeper and/or property manager has no authority over expenditures. The Treasurer will sign checks, or in the Treasurer's absence, another Board Member may sign checks, if authorized by the Board and if on record as a signatory at the Bank to do so.
- E. Ongoing invoices under a contract approved by the Board shall be reviewed and must be endorsed by the appropriate Board member before payment is authorized by the Division 7 Treasurer. An example would be the landscape contract, which is a one-year contract with a fixed monthly rate.

**ARTICLE XIV - ASSESSMENTS**

- A. By the Declaration, each Member agrees to pay to the Association:
  - 1. Annual Assessments of charges.
  - 2. Special Assessments.
- B. The annual and special Assessments, together with such interest thereon and costs of collection, as hereinafter provided, shall be a charge on the Unit and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with any such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Unit at the time the Assessment fell due and shall not pass to the Owner's successors in title unless expressly assumed by them.
- C. The Assessments levied by the Association shall be used for the maintenance and improvement of the services and facilities related to the use and enjoyment of the Common Areas and Limited Common Areas.
- D. After consideration of current maintenance costs, reserve account goals, and future needs of the Association, the Board shall recommend the annual budgets for both operating and reserve accounts to the Members at the regular annual meeting.
- E. In addition to the annual Assessments authorized above, the Association may levy a Special Assessment, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any portion of the properties, including the necessary fixtures and personal property related thereto; provided that any such Assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.
- F. Both annual and Special Assessments shall be fixed at a pro-rata rate for all Units in accordance with Appendix C of the Declaration (Percent of Interest per Unit) and as may be amended in conformity to the Declaration; provided, however, that Assessments or portions thereof may be based on a per capita or unit basis when the portions of Assessments are composed of a change or improvement which more equitably should be assessed on a per

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capita or unit basis.

- G. Interest and late charges will be added on any unpaid portion of an owner's account, delinquent for more than 30 days after it was due and payable. The maximum rate of interest charged shall not exceed the amount allowable under Washington state RCW 19.52.025. See Bylaws Article II B-3 definition of Assessments.
- H. **Cash on hand, in excess of 25% of the annual budget, confirmed to be in the general operating fund(s) at end of the fiscal year shall be applied to reserves. Surplus funds are determined by calculating year-end balances in checking and saving accounts, minus 25% of following year's budget, minus uncleared checks, minus prepaid dues, and minus provision for payment(s) of common or approved expenses already incurred and committed, but not yet completed before the end of fiscal year.**

**ARTICLE XV – BOOKS AND RECORDS**

The Books and Records and Papers of the Association shall, at all times during published business hours, be subject to inspection by any Member. A copy of the Declaration, Articles of Incorporation, Bylaws, and R&Rs of the Association shall be provided to each Member upon taking ownership of their Unit, as well as after any Amendments to any of the above documents. Any additional copies may be purchased from the office at a reasonable cost.

**ARTICLE XVI – AMENDMENTS TO BYLAWS**

These Bylaws may be amended by the Board at any regular meeting of the Board by a majority vote of a quorum present. Bylaws may also be amended at an Annual or Special Meeting of the Members, by a majority of a quorum. If amendments are required due to proposed changes in Annual or Reserve Assessment amounts, approval shall be by the concurring vote, either in person, or by proxy, or by absentee ballot, of not less than sixty (60%) percent of the owners of units with the Association at an Annual or Special meeting called for that purpose. Notices for such meetings shall be made in accordance with the specifications in the Declaration and the Bylaws.

*(See also ARTICLE IX – O – 4).*

**ARTICLE XVII – CONFLICT BETWEEN DOCUMENTS**

Any Amendments to these Bylaws or other Governing Documents require a careful comparison and review by the Governing Documents Committee, examining all documentation for potential conflicts or errors, prior to Board review. Proposed amendments must be accompanied by written statement of review verifying cross reference checks performed.

In the case of any conflict between the Articles of Incorporation and the Declaration, the Articles shall control. In any conflict between the Declaration and Bylaws, the Declaration shall control. In any conflict between the Bylaws and the R&Rs, the Bylaws shall control.



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**ARTICLE XVII – PARLIMENTARY PROCEDURES**

The Rules contained in *Roberts Rules of Order Newly Revised* shall govern the Association in all cases in which they are applicable and in which they are not inconsistent with the revised Code of Washington, Articles of Incorporation, the Condominium Declaration, or these Bylaws.

IN WITNESS WHEREOF, WE, being President and Secretary of

**SUNLAND CONDOMINIUM OWNERS ASSOCIATION, DIVISION 7**

have hereunto set our hands this day of \_\_\_\_\_ of \_\_\_\_\_  
2022 \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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**EXHIBIT A - DESCRIPTION OF LIMITED COMMON AREAS**

FOR EACH OF THE SIXTY-THREE (63) UNITS IN THE CONDOMINIUM  
*Updates to be added re Owner changes that alter maintenance of Limited Common Areas below.*

<u>Unit Address Identity</u>	<u>Description</u>
108 A (T-1)	<i>Driveway to street intersection is responsibility of Owner. Pathway to courtyard outside fence. Deck on north side. Trex decking is responsibility of Owner</i>
108 B (T-2) 108 C (T-3)	Driveway to street intersection. Pathways to courtyards inside fence. Deck on north side.
108 D (T-4)	Driveway to street intersection. Pathway to courtyard inside fence. Deck on north side.
116 A (S-1)	Driveway to street. Pathway to entry and fenced deck. Deck on north side.
116 B (S-2)	Driveway to street. Pathway to and including courtyard to entry. Deck on north side.
116 C (S-3)	Driveway to street. Pathway to and including courtyard to entry. Deck on north side.
116 D (S-4)	Driveway to street. Pathway to west side. Deck on northside.
117-A	Driveway to turnaround. Two car parking area adjacent. Pathway to entry. Deck on south side.
117-B	Driveway to turnaround. Pathway to entryway. Deck on south side.
117-C	Driveway to turnaround. Pathway to entryway. Deck on south side.
117-D	Driveway to turnaround plus paved parking pad. Pathway to entry area paved patio. Deck on south side.
119-A	Cement driveway to turnaround. Pathway to courtyard and entry deck on south and east side
119-B	Driveway to street. Pathway to courtyard inside fence. Deck on south side.
119-C	Driveway to street. Pathway to courtyard inside fence. Deck on west side plus west side planting area. Deck on back.
121 (A) R-1	Driveway to street. Path to patio and deck on east and south side. Path to entry. Fenced deck on north.
121 (B) R-2	Driveway to street. Path to entry. Fenced deck on north by entry. Deck on south side.

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121 (C) R-3	Driveway to street. Path to entry. Fenced deck on north by entry. Deck on south side.
121 (D) R-4	Driveway and parking pad to street. Pathway to entry and fenced (walled) deck by entry. Deck on south and west.
125-A	Driveway to street. Path to entry separated by planter boxes common to 125-A and B. Deck on south side.
125-B	Driveway to street. Path to entry separated by planter boxes common to 125-A and B. Deck on south side.
125-C	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 125-C and D; Deck on south side.
125-D	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 125-C and D ;Deck on south side.
126 A (C-1)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
126 B (C-2)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
126 C (C-3)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
126 D (C-4)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
133-A	Driveway to street. Path to entry separated by planter boxes common to 133-A and B. Deck on south side.
133-B	Driveway to street. Path to entry separated by planter boxes common to 133-A and B. Deck on south side.
133-C	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 133-C and D; Deck on south side.
133-D	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 133-C and D; Deck on south side.
134 A (D-1)	Driveway to street. Pathway and courtyard inside fence. Upper deck and lower patio Northside.
134 B (D-2)	Driveway to street. Pathway and courtyard inside fence. Upper deck and lower patio Northside.
134 C (D-3)	Driveway to street. Pathway and courtyard inside fence. Upper deck and lower patio Northside.
137 A (L-1)	Driveway to street. Pathway to and including fenced-in courtyard, including plantings. Porch and pathway on east side. Deck on south side.
137 B (L-2)	Driveway to street. Pathway to and including enclosed courtyard and entryway. Deck on south side.

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137 C (L-3)	Driveway to street. Pathway to and including enclosed courtyard and entryway. Deck on south side.
137 D (L-4)	Driveway to street. Path to and including fenced courtyard and entryway. Covered porch on west side. Deck on south side.
138	Driveway to street. Pathway to and including courtyard inside fence and entryway. Upper deck and lower patio on north side.
140	Driveway to street. Pathway to and including courtyard inside fence and entryway. Upper deck and lower patio on north side.
142 A (E-1)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
142 B (E-2)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
142 C (E-3)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
142 D (E-4)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
143	Driveway to street to and including courtyard inside fence and entryway. Patio on south side.
145	Driveway to street. Pathway to and including fenced courtyard and entryway. West side patio east of cotillion fence. Driveway (cement). Path to and including courtyard. Deck on south side.
148 A (F-1)	Driveway to street. Pathway to and including courtyard inside fence. Upper deck wrap around north and east side. Lower patio north side.
148 B (F-2)	Driveway to street. Pathway to and including courtyard inside fence and entryway. Upper deck and lower patio on north side.
148 C (F-3)	Same as above
148 D (F-4)	Same as above
149	Driveway (cement). Courtyard from centerline west. Deck on south side.
151	Cement driveway north to dirt. Also, from centerline of pathway east to building and north to dirt or street, whichever comes first. Upper and lower deck and patio on south side.
153	Cement driveway to street. West line of garage to street. West side of pathway centerline of building to include entryway. Upper and lower deck and patio on south side.
155	Cement driveway north to street. West of above centerline of pathway and entryway, including plantings, to building. Upper and lower deck and patio on south side.
156 A (G-1)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.

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156 B (G-2)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
156 C (G-3)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
156 D (G-4)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
157	Driveway to street. Pathway and entry to including planting area west of path. Upper and lower deck on south (patio area maybe when complete.)
159	Driveway to street. Pathway to include entryway. Also, south and east of path. Decks and patios on south side.
161	Driveway to street. Path and entryway include plantings south and west of path. Pathway middle section is common to unit 159 above. Upper deck and lower patio on south side.
163	Driveway to street. Pathway west side and entryway, and any future planting area west of path after landscaping finished. Deck and patios on north side.

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**EXHIBIT B – REROOFING SCHEDULE**

<b>Division 7 Sunland Condominium Owners Assoc - ReRoofing Schedule</b>					
<b>Revised - March 2022</b>					
<p>Below is the updated reroofing cycle with the projected cycle for roof replacement. Based on data since 2008, the Maintenance Director will now use 25 year life of composite shingles/roof; we are tentatively using a tile roof 50 year life expectancy but no data or prior history is available as yet to support the tile roofs will last that long. NOTE - schedules are approximations only and will require updating annually. The updates should be done after inspection of all buildings that are more than 15 years old.</p> <p>REVISED - Potential roof repairs to stop leaks due to gutter design at 108 may extend time for reroofing for 1-2 years. 116 now has exhibited leaks 126 has considerable gutter issues and may need reroofing earlier than 108.</p>					
<u>Year Scheduled - reserve budget needed</u>	<u>Bldg #</u>	<u># of Squares</u>	<u>Last roof replacement</u>	<u>NOTES</u>	<u>Estimated Budgeted Reserve -</u>
2022	108(4)	97 (108)	1997	108 roofed 6/30/1997. roof has leaks related to embedded gutter systems - repaired Jan 2022; interior repair - roof tarped; partial roof repair would extend life of roof 1-2 years but would cost \$20,000+; scheduled for reroof per 25 yr timeframe Cost includes tax - but is estimated only	\$ 72,000
2023	116 (4)	103	1998	roofed on 3/20/1998; - Cost includes tax - but is estimated bid only	\$ 72,000
2024	126 (4)	101	1997	126 roofed in 1997 - has same embedded gutter systems - Cost includes tax - but is estimated only	\$ 72,000
2026	156 (4)	92	2001	roofed on 5/31/2001 - estimated	\$ 70,000
2027	125 (4)	86	2002	estimate - no tax calculated	\$ 70,000
2027	133 (4)	84	2002	estimate - no tax calculated	\$ 70,000
2028	137 (4)	98	2002	estimate - no tax calculated	\$ 75,000
2028	138/140 (2)	54	2002	estimate - no tax calculated	\$ 50,000
2029	142 (4)	92	2003	roofed on 7/30/2003	\$ 70,000
2030	148 (4)	94	2005		\$ 70,000
2031	143/145 (2)	52	2006		\$ 60,000
2031	147/149 (2)	44	2006		\$ 60,000
2032 - 2041 - no roofs scheduled					
2042	151/153/155 (3)	92	1992	Cement tile replaced with comp roof - 40 year est life - evaluate conditions - no tax included	\$ 100,000
2042	157/159/161/163 (4)	92	1992	Cement tile replaced with comp roof - 40 year est life - evaluate conditions - no tax included	\$ 100,000
2043	117 (4)	70	2018	roofed on 3/6/1998; reroofed fall of 2018 - cost \$28,500	
2044 - no roofs scheduled					
2045	119 (3)	76	2020	roofed on 2/18/2004; roof showed signs of significant failure including leaks as of March 2020 and in need of replacement after 16 years due to poor installation by Econo Roofing - cost \$31,000	
2045	121 (4)	61	2020	roof failure April 2020 - reroofed Sept 2020 121D previously reroofed during owner construction project Cost \$28,500	
2045	134 (3)	81	2020	roofed on 2/18/2004; roof showed signs of significant failure including leaks as of March 2020 and in need of replacement after 16 years due to poor installation by Econo Roofing - cost \$31,000	

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**EXHIBIT C – ANNUAL CONTRIBUTION TO ROOF RESERVE ACCOUNTS**

<u>Address</u>	<u>Year Built</u>	<u># of Squares</u>	<u>Total Sq per building</u>	<u>Annual Contribution</u>	<u>Totals Contri</u>
108A	1977	28		283	
108B	1977	22		222	
108C	1977	22		222	
108D	1977	25	97	253	\$980
116A	1974	28		283	
116B	1974	24		243	
116C	1974	24		243	
116D	1974	27	103	273	\$1,042
117A	1973	21		212	
117B	1973	14		142	
117C	1973	14		142	
117D	1973	21	70	212	\$708
119A	1980	26		263	
119B	1980	24		243	
119C	1980	26	76	263	\$769
121A	1973	18		182	
121B	1973	14		142	
121C	1973	14		142	
121D	1973	15	61	152	\$618
125A	1981	24		243	
125B	1981	20		202	
125C	1981	20		202	
125D	1981	22	86	222	\$869
126A	1977	30		303	
126B	1977	22		243	
126C	1977	24		222	
126D	1977	25	101	253	\$1,021
133A	1981	22		222	
133B	1981	20		202	
133C	1981	20		202	
133D	1981	22	84	222	\$848
134A	1979	27		273	
134B	1979	27		273	
134C	1979	27	81	273	\$819

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<u>Address</u>	<u>Year Built</u>	<u># of Squares</u>	<u>Total Sq per building</u>	<u>Annual Contribution</u>	<u>Totals Contri</u>
137A	1978	26		263	
137B	1978	22		222	
137C	1978	22		222	
137D	1978	28	98	283	\$990
138	1979	28		283	
140	1979	26	54	263	\$546
142A	1978	24		243	
142B	1978	22		222	
142C	1978	22		222	
142D	1978	24	92	243	\$930
143	1981	26		263	
145	1981	26	52	263	\$526
147	1981	22		222	
149	1981	22	44	222	\$444
148A	1978	25		253	
148B	1978	22		222	
148C	1978	22		222	
148D	1978	25	94	253	\$950
156A	1978	24		243	
156B	1978	22		222	
156C	1978	22		222	
156D	1978	24	92	243	\$930
151	1990	31		350	
153	1990	30		350	
155	1990	31	92	350	\$1,050
157	1991	31		350	
159	1991	30.5		350	
161	1991	30.5		350	
163	1991	31	92	350	\$1,400
<b>Composite roof contribution lowered in 2006</b>					
<b>Tile roofs contribution increased via member approval to \$350 per month in May 2018  An additional one-time assessment of \$5,000 per unit was approved due and payable by  May 2023 for the purpose of quickly add to the low reserve balance for tile roofs.</b>					
				<b>TOTALS</b>	
				<b>Composite</b>	<b>\$12,990</b>
				<b>Tile</b>	<b>\$2,450</b>