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Bylaws
Island County Washington



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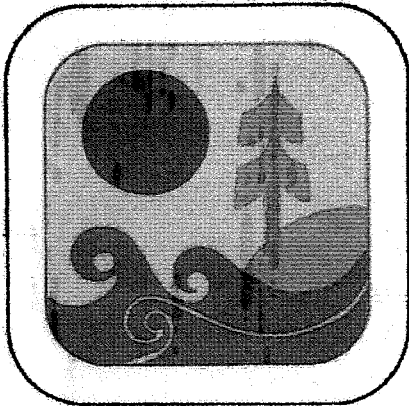
Onamac Maintenance Association
P.O. BOX 1096
Stanwood, WA 98292

BY LAWS

REFERENCE:	4526903
GRANTOR:	Onamac Maintenance Association
GRANTEE:	The Public
LEGAL DESCRIPTION:	Plat of Onamac, Division 1
ASSESSOR'S TPN:	S7610-00-00XXX-0
NOTES:	Supersedes all previous versions and amendments

RESTATED
BY LAWS OF ONAMAC MAINTENANCE
ASSOCIATION

JUNE 04, 2022



ONAMAC

MAINTENANCE ASSOCIATION

BYLAWS

JUNE 04, 2022

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ARTICLE 1 - PURPOSES

The purposes for which this Association is formed are as stated in the Articles of Incorporation of the Onamac Maintenance Association (OMA) as amended and in particular to provide a non-profit water association, road maintenance association, beach facilities, private waste disposal system association, and a vehicle in the form of a corporate entity by which Members can maintain a roadway system in the Plat of Onamac and in-roads immediately adjacent thereto together with other amenities such as beach areas and the like, all within Island County, Washington, and all for the benefit of the land hereinafter described and referenced below and such additional properties as may hereafter be included as hereinafter provided.

ARTICLE 2 - REGISTER OFFICE

The location and Post Office address of the registered office of the Association shall be:
P.O. Box 1096, Stanwood, Washington 98292.

ARTICLE 3 - MEMBERSHIP

Section 1. Membership

Each person or entity that is a recorded owner, or contract purchaser of any Lot within the Plat of Onamac, Division 1, Island County, Washington, shall be a member in the Onamac Maintenance Association (Member). Ownership of a Lot, or contract purchaser's right therein, shall be the sole qualification for Membership. In the case of a contract purchaser of a Lot, the purchaser shall be entitled to Membership but not the seller.

All Members are bound by the Declarations; the Bylaws; the Codes, Covenants, and Restrictions (CC&Rs); the Articles of Incorporation; and any other duly-approved governing documents of the Association. Persons or entities holding a security interest in a Lot merely for the performance of an obligation are not Members or entitled to the privileges of Membership.

Members-in-good-standing are those Members having no current violations of the governing documents listed above, and whose dues and assessments are not more than thirty (30) days past due.

Section 2. Member Designee Entitled To Exercise Privileges of Membership

The privileges of Membership in the Association shall be held and exercised by a Member Designee of a Lot. A Member Designee shall be a single person, or a husband and wife, or domestic partners, or not more than two (2) adults maintaining a single household, or an appointed representative of any other type of legal entity. A Membership shall not entitle any person other than the Member Designee and his or her family members, as defined in Section 4, below, to any privileges in the Association or to the use of its facilities. Subject to the approval of the Board of Directors, the identity of the Member Designee shall not be changed more than two (2) times in any given calendar year.

Section 3. Multiple Ownership of Lot/Appointment of Member Designee

If a Lot is owned or is being purchased by multiple parties, other than by a Member Designee defined in Section 2 above, the majority of the multiple owners or contract purchasers shall appoint and file a document with the Association's Secretary, naming the Member Designee.

Section 4. Family Members

A Member Designee's Family Members shall include his/her parents, spouse, domestic partner, children, grandchildren, or siblings residing with the Member.

Section 5. Beach Gate Access Devices and Vehicle Identification

The Member Designee shall be entitled to the issuance of up to two (2) Beach Gate Access Card/Devices and Vehicle Identification Card/Window Stickers for each Lot upon which he or she is the named Member Designee. With his or her approval, the Member Designee's Family Member shall be allowed to utilize the Beach- Gate Access Card/Devices\ and Vehicle Identification Card/Window Stickers. The Beach Gate Access Card/Devices may also be extended to the Member Designee's guests, subject to such rules and regulations as the CC&Rs, these Bylaws, or as the Board of Directors may adopt.

Section 6. Membership Transfers

Memberships shall be inseparably appurtenant to the lots owned, or being purchased by, the Members. Upon transfer of lot ownership or the making of a contract for the sale of the lot, the Membership appurtenant to the lot shall be transferred to the contract purchaser or grantee. No Membership shall be assignable or conveyed, or transferred in any other ways. In the event of the death of a Member, his/her Membership shall pass in the same manner, and to the same person, as does the real property itself.

Section 7. Membership Forfeiture

No Membership shall be forfeited nor any Member be expelled for non-payment of dues, and no Member may withdraw except upon the transfer of title of the lot, or upon contracting for the sale of the lot. The Association shall pay no compensation upon any transfer of any Membership, and no Member whose Membership is transferred shall be entitled to share or participate in any property or assets of the Association.

ARTICLE 4 - MEMBERS' MEETINGS

Section 1. Annual Meeting

The Annual Meeting of the Members of the Association shall be held at a place chosen by the Board of Directors during the month of June of each year. Notice of the Annual Meeting shall be given by the President, Secretary or Community Association Management Company by email and/or by U.S. Mail to the address of each Member appearing in the books of the Association, the notification date thereof to be not fewer than ten (10) days prior to the meeting. At such meeting, the Members shall elect a Board of Directors as herein provided and transact other business as may properly come before them.

Section 2. Special Meetings

Special Meetings of the Association may be called at any time by the President or by a greater than fifty percent (50%) affirmative vote of the Board of Directors. Special Meetings may also be called by the Secretary upon receipt of a written request signed by Members owning at least ten percent (10%) of the lots within the jurisdiction of the Association. The Secretary shall give notice of a Special Meeting, stating the purposes thereof, to all Members in the same manner as notice given for the Annual Meeting.

Section 3. Quorum

At all Annual and Special Meetings of the Members of the Association, representation of at least thirty-four percent (34%) of the Members-in-good-standing, either in person or by proxy filed with the Secretary at or before the meeting, shall constitute a quorum for the transaction of any business appropriate to the Membership Meeting. In the absence of a quorum, any meeting of the Members may be adjourned from time-to-time by a greater than 50% affirmative vote of those present, but no other business may be transacted. Members present at any duly called Annual or Special Meeting at which a quorum is originally present may continue to do business, notwithstanding withdrawal of Members to the extent that less than quorum may thereafter be present. A greater than fifty percent (50%) affirmative vote of the Members constituting a quorum shall be sufficient to transact business unless a greater number is required by law, the Articles of Incorporation, or these Bylaws, with respect to some specified action.

Section 4. Voting

Voting is an important responsibility of Membership. In-person attendance at Members' Meetings is strongly encouraged. However, Members may vote by proxy if they are not able to attend a Members' Meeting.

Each assessed lot shall be permitted one (1) vote when casting ballots on questions coming before Onamac Maintenance Association. The Member casting the vote must be a Member-in-good-standing. If there is more than one person in interest in the ownership of fee simple title, all such interested persons shall be considered as a single Member. The right to cast the vote attributable to such Membership shall be determined by those interested in the Membership. If there is a dispute with respect to the right to cast such vote, proof of the right to vote shall be evidenced by

an authorization signed by all the owners of the lot and filed with the Secretary of the Association. In the absence of such authorization, no vote may be cast or recorded for that lot. Once an authorization is filed, it shall be in effect for subsequent votes until such time that a new authorization is filed.

ARTICLE 5 - BOARD OF DIRECTORS

Section 1. Number and Qualification

A Board of seven (7) Directors shall manage the business affairs and property of the Association. Directors shall be Members-in-good-standing of the Association. The Board is authorized to conduct the business of the Association with as few as five (5) Directors if it is determined that there are not seven (7) Association Members that are able and willing to serve as Directors.

Section 2. Election - Term of Office

Directors shall be elected by a vote of the Members-in-good-standing at each Annual Meeting and shall hold office for a period of three (3) years and until their respective successors are elected and qualified. In the event of failure to hold an election of Directors, or to hold an Annual Meeting as provided by these Bylaws, election of Directors may be held at a Special Meeting of the Members called for that purpose. Election or appointment of any Director shall not, of itself, create contract rights.

Section 3. Nominating Committee

The nominating committee for Board Members shall consist of four (4) or more Members. The committee members shall be selected by the sitting Board of Directors not less than four (4) months in advance of the annual meeting of the Members. All Members-in-good-standing, except for the present Onamac Board President, are eligible to serve on the Nominating Committee. One of the individuals shall be a sitting Board Member whose duty is to provide liaison between the nominating committee and the Board. The remaining committee members shall be volunteers chosen from other Members. In order to consider the interests of resident and non-resident members, the Board shall endeavor to appoint at least one non-resident member; however, the final choice of the nominating committee members is the sole responsibility of the Board.

The nominating committee shall solicit Board Member candidates and nominations by notifying all Association Members when the nomination period is open. The notification shall provide information about how to submit a nomination and what qualifications and duties are required of a Board Member. A Member may also nominate himself or herself by notifying the committee directly. To have their name placed on the ballot, the nominee shall agree to serve as required of them, per RCW 64.38.25, should they be elected by a vote of the Membership. The names of all nominees who will be on the ballot, and their reasons for wishing to serve, will be provided to the Membership with the Annual Meeting notice.

Section 4. Annual Meeting

The first meeting of each newly elected Board of Directors shall be known as the Annual Meeting thereof and shall be held immediately after the Annual Meeting of the Members of the Association or any Special Members' Meeting at which a Board of Directors is elected.

Section 5. Regular Meetings

Regular Meetings of the Board of Directors shall be held at dates, times, and places chosen by the Board. The Membership shall receive email notification of the meeting arrangements not fewer than seven (7) days prior to the meeting date, accompanied by a draft agenda for the meeting.

Section 6. Special Meetings

Special Meetings of the Board of Directors may be held at any place and at any time whenever called by the President, Vice President, Secretary or Treasurer, or any two (2) or more Directors. Notice of the meeting shall be given to the Membership in the same manner as the notice for the Regular Meetings unless the meeting is closed to the Membership to protect personal Member information only.

Section 7. Quorum

A greater than fifty percent (50%) majority of the number of the Directors, as fixed in Section 1 of this Article, shall be necessary to constitute a quorum for the transaction of business, and the action of the majority of the Directors present at any meeting at which there is a quorum when duly assembled is valid as an act. In the absence of a quorum, any meeting of the Board shall still be considered as an official meeting of the Board, and it may be adjourned from time-to-time by a greater than fifty percent (50%) majority of the Directors present, but no other business may be transacted. Neither the Board as a body, nor an individual Board Member, may appoint a proxy to represent an absent Board Member at any official meeting.

Section 8. Meeting Minutes

Minutes shall be recorded at all official meetings of the Board. A copy of these minutes shall be made available to the entire Association Membership no fewer than ten (10) days before the date of the next Board meeting.

Section 9. Removal of Directors

Any Director may be removed at any duly called Members' Meeting, with or without cause, by a greater than fifty percent (50%) affirmative vote of the Members attending such meeting, provided that notice of such purpose is stated in the notice of such meeting. Removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE 6 - ASSOCIATION ADMINISTRATION

Section 1. Association Officers

The Officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors at the Annual Meeting thereof, to hold office for the term of one (1) year, and until their successors are elected and qualified.

President: The President must be a Director of the Association. He/she shall exercise the usual executive powers pertaining to the Office of President. He/she shall preside at all meetings of the Members and the Board of Directors, as well as perform other duties assigned to him/her by the Board of Directors.

Vice-President: The Vice President must be a Director of the Association. In the absence or disability of the President, the Vice President may act as President, as well as perform other duties assigned to him/her by the Board of Directors.

Secretary: The Secretary must be a Director of the Association. It shall be the duty of the Secretary to keep records of the proceedings of the Directors and Members, and when requested by the President to do so, sign and execute with the President all deeds, bonds, contracts, and other obligations or instruments in the name of the Association and affix the same to other proper documents, to keep a record of Membership and the transfers of the same, as well as perform other duties assigned to him/her by the Board of Directors.

Treasurer: The Treasurer must be a Director of the Association. The Treasurer shall have the care, custody, and responsibility for all funds and securities of the Association, and shall cause to be kept regular books of account. He/she shall cause to be deposited all funds and other valuable effects in the name of the Association in such depositories as may be designated by the Board of Directors. In general, he/she shall perform all duties incident to the office of Treasurer, and other duties assigned to him/her by the Board of Directors.

Combining of Terms: The office of the Secretary and the Treasurer may be combined at the election or option of the Board of Directors. The office of the Vice President and Treasurer may be combined at the election or option of the Board of Directors. No Board Member may hold more than two officer positions at any time.

Section 2. Vacancies

Any vacancy occurring on the Board of Directors may be filled by an affirmative vote of greater than fifty percent (50%) of the remaining Directors at any Regular or Special Meeting. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors may be filled by

the Board of Directors for a term of office continuing until the next election of Directors by the Members.

Section 3. Professional Services

The Board of Directors, in performing their Association Administration duties, shall utilize competent, professional providers for all of the following services:

- Community Management Services.
- Legal Assistance and Representation.
- Bookkeeping / Accounting.
- Audits.
- Tax Preparation.
- Reserve Study.

All individuals and/or companies providing these services must be currently licensed in the state of Washington to provide the services they are performing on behalf of the Association. Members of the Board of Directors are not permitted to perform any of the above-listed services on behalf of the Association.

Section 4. Agents and Employees

The Board of Directors may appoint such agents and employees as it shall deem necessary or expedient, who shall hold their positions and exercise such powers and perform such duties as shall be determined, from time-to-time, by the Board. Appointment of an agent or employee shall not, of itself, create contract rights. The Board of Directors may remove any agent or employee whenever, in its judgment, the best interest of the Association will be served. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5. Architectural Control Committee

Onamac Maintenance Association shall have an Architectural Control Committee comprising three (3) persons. The Chairman of the Committee shall be chosen by a vote of the Board of Directors and shall be a member of the Board of Directors. The Chairman of the Architectural Control Committee shall appoint the remaining two (2) members to the Committee, which members shall be Member lot owners. The Committee shall have the power to review and approve, disapprove or conditionally approve plans, submittals, or requests subject to its jurisdiction. The Committee shall have the power to adopt rules and regulations for the transaction of its business, scheduling and conduct of meetings, and related matters. The Committee shall adopt criteria, consistent with the purpose and intent of the OMA Codes, Covenants, and Restrictions, Section 3, to be used in making its decision to approve, disapprove or conditionally approve any matter before it for decision.

ARTICLE 7 - FINANCES AND RECORDS

Section 1. Fiscal Year

The Association's fiscal year shall be May 1 through April 30.

Section 2. Obligations

Only the Board of Directors shall incur actual obligations of the Association except those incurred in the routine performance of its affairs. No Board Member can obligate the Association for expenditures in excess of Five Hundred Dollars (\$500) in the routine performance of their duties without a greater than fifty percent (50%) affirmative agreement of the Board of Directors. Agreement may be verbal. Emergency repairs associated with the water and sewer systems that obligate in excess of Five Hundred Dollars (\$500) must be approved by at least two (2) Board Members.

Section 3. Records of Association Meetings and Membership Register

The Association shall keep at its registered office: a) complete records of all the proceedings of the Board of Directors and Members, and b) a Membership register giving the names of the Members in alphabetical order, their addresses, and the lot(s) owned by them.

Section 4. Books of Account

The Association shall keep appropriate and complete Books of Account. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association.

RCW 64.38.045 requires that: "The financial statements of associations with annual assessments of fifty thousand dollars or more shall be audited at least annually by an independent certified public accountant, but the audit may be waived if sixty-seven percent (67%) of the votes cast by owners, in person or by proxy, at a meeting of the association at which a quorum is present, vote each year to waive the audit."

Association Members shall have the right to view the Books of Account upon written request, with a signed agreement that no confidential Member information shall be provided to, or viewed by, the requesting Member. The Member making the request shall be responsible for paying any and all costs associated with the request, such as copying or bookkeeper fees.

ARTICLE 8 - ASSESSMENTS AND COLLECTIONS

Section 1. General

The Board of Directors of the Association shall exercise the powers necessary and proper for the governance and operation of the Association in accordance with the rules, procedures, and adopted schedules approved and set forth in the Articles of Incorporation, the Bylaws, and the Codes, Covenants, and Restrictions. Budgets for revenues, expenditures, and reserves shall be adopted and amended annually.

Reasonable and necessary dues and assessments may be charged and collected from the Membership on behalf of the Association by the Board in the conduct of their duties to regulate property use, and to cover costs of maintenance, replacement, operation and extension of the water system, sewer and septic system, common areas and roads, as well as other just costs of the Association, as provided in this Article. Assessments may be levied if Annual Dues are not sufficient to cover costs. Such dues and assessments, as approved by the Membership, shall be levied against Membership properties and shall be a personal liability of the Members owning and/or possessing such property. Members shall not be assessed for extension of the utility systems to any property not included within the boundaries of the Plat of Onamac, unless for continued operation and benefit for the power, communications, water, sewer, and drainage systems of Onamac Maintenance Association.

Section 2. Annual Dues

Annual dues shall be collected and used to accomplish the stated purposes of the Association. Recommended changes in Annual Dues, as determined by the Board of Directors, shall be presented to the Members for approval at the Annual Meeting thereof. A greater than fifty percent (50%) affirmative vote of the Members constituting a quorum is needed to approve changes in the annual dues.

Annual Dues and assessments are due and payable in full on June 30 for the current fiscal year. Alternatively, dues and assessments may be paid in six (6) equal bi-monthly payments by June 30, August 31, October 31, December 31, February 28, and April 30.

Section 3. Assessments

Annual Assessments and/or Special Assessments may be levied by the Board of Directors for the purpose of defraying in whole, or in part, Association management expenses, and costs of maintenance, construction, reconstruction, expected repair, or replacement of a described capital improvement upon the Association properties. Assessments may also be levied to provide a sufficient contingency fund (per RCW 64.38.065) as may be determined to be advisable by the Board. All assessments shall be approved by a greater than fifty percent (50%) affirmative vote of the Members of the Association at the Annual Meeting or at a Special Meeting called for that purpose.

The initial payment of an Annual Assessment shall commence on the first day of said month as determined by the Board of Directors of the Association, and shall be made for the balance of the calendar year and shall be due and payable on the date(s) fixed by the Board. Annual Assessments for any year after the first year shall become due on July 1 of said year. The amount of the initial Annual Assessment for the first year in which assessments are made, or for any

property that becomes subject to assessment for the first time, shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first becomes subject to assessment. The due date of any Special Assessment shall be fixed in the resolution authorizing such assessment.

Section 4. Lot Ownership Transfer Assessment

Upon the transfer of a parcel of property within the jurisdiction of the Association, it is hereby declared that there shall be due a Transfer Fee in an amount to be calculated as follows: "any previously outstanding assessments, costs, fees or fines due from the parcel being transferred regardless if a valid lien exists, or not, together with One Thousand Dollars (\$1,000)". If said fee is not paid upon transfer of the parcel, the full amount shall become a valid lien upon the transferred parcel.

At the time of the sale and ownership transfer of any lot, the purchaser shall pay an ownership transfer assessment that has been approved by a greater than fifty percent (50%) affirmative vote of the Membership at the Annual Meeting.

Section 5. Budget Ratifications

Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a budget ratification meeting of the Members. Notification of this meeting shall be sent by President, Secretary, or Community Association Management Company to all Members at least thirty (30) days in advance of the date of the meeting, setting forth the purpose of the meeting. The ratification-meeting vote shall be held not fewer than ten (10) days after hand delivering or mailing of the budget summary. The budget shall be ratified "unless at that meeting the owners of a majority of the votes in the Association are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy", per RCW 64.38.025, Item 3, whether or not the quorum requirements, as identified in Article 4, are met. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget submitted by the Board.

Section 6. Delinquency

Any assessment and/or charges to a Member's account that are not paid on the dates set forth herein shall be declared delinquent with written notification. A delinquent assessment shall incur a rebilling assessment of Twenty-Five Dollars (\$25). The bookkeeping office must receive payment of the delinquent assessment in full, to include the rebilling assessment, within fifteen (15) days following the postmark date of the rebilling statement. If such payment is not received on or before the due date set forth in the rebilling statement, all outstanding debt for the Member's account shall become due and payable, and all privileges associated with Member-in-good-standing shall be suspended until the Member's account is paid in full.

Section 7. Liens on Property

The Association may bring an action at law to enforce payment of a delinquent assessment against the Member personally obligated to pay the same and may enforce such a lien in the manner provided by law with respect to a lien on real property. Not later than sixty (60) days after a Member's account has been declared delinquent with written notification and not resolved in full, the Community Association Management Company shall notify the Member of the intent of the Association to place a lien on the Member's property. Not earlier than ninety (90) days after a delinquency has been declared and not resolved in full, the Community Association Management Company shall file in the office of the County Auditor in which the property is located, a statement of the total amount of the delinquency, to include the accrued statutory interest and all related costs incurred by the Association. Such assessment with interest set forth above shall constitute a lien on such building site or living unit from the date of filing notice with the County Auditor of delinquency until such lien is released upon payment in full thereof.

In the event a Judgment or Decree is obtained in favor of the Association, the Member shall be liable for the Association's court costs, disbursements and reasonable attorney's fee to be fixed by the court, such costs, disbursements and attorney's fees to be further secured by such lien. No

Member may waive or otherwise escape liability for assessments by non-use of the common properties or abandonment of his building site or living unit.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or Deed of Trust. Sale or transfer of any building site or living unit shall not affect the assessment lien. However, the sale or transfer of any building site or living unit which is subject to any mortgage or Deed of Trust, pursuant to a Decree of Foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a Deed of Trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such building site or living unit from liability from any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Properties

The following property subject to this Declaration shall be exempt from the assessments, charges, and lien created herein:

- (1) All properties to the extent of any easement or other interest herein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.
- (2) All Association properties.

Section 9. Water Hookup Assessment

In addition to the foregoing, the Board of Directors of Onamac Maintenance Association may establish an initial water hookup assessment for each lot in an amount as shall be determined by the Board of Directors of the Association. These hookup assessments do not include any County permit fees. The Member remains responsible for such costs.

Section 10. Water User Assessment

Water use assessments may be levied on all lots by a greater than fifty percent (50%) affirmative vote of the Board of Directors at a scheduled Board of Directors' meeting. These assessments shall be payable per Article 8, Section 3.

ARTICLE 9 - DISPUTE RESOLUTION

Reference Appendix A – Onamac HOA Conflict Dispute Resolution Process

Section 1. General

In the event of any controversy, dispute or claim (collectively, "dispute") of whatever nature between or among Members or between one or more Members and the Association, pertaining only to the Bylaws; the Codes, Covenants and Restrictions; and/or other approved governing documents of the Association, the parties involved shall resolve such dispute by following the dispute resolution procedure set forth in this Article.

Section 2. Consultation and Negotiation

The parties involved in the dispute shall use their best efforts to settle such dispute. To that effect, they shall consult and negotiate with each other in good faith, and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to all parties.

Section 3. Resolution by the Board of Directors

If the parties to the dispute are unable to resolve their differences through consultation and negotiation, all (and not fewer than all) of the parties involved in the dispute may agree to submit the dispute to the Board of Directors for it to resolve, applying in good faith the provisions of this Article, and, if relevant, other governing documents of the Association. The Board shall provide a written rationale for its decision in all such cases. If all of the parties involved in the dispute do not agree to submit the dispute to the Board of Directors for resolution, then such dispute shall be resolved, as set forth below in Sections 4 and 5 of this Article.

Section 4. Finality of Board's Decision: Request for Arbitration

The decision of the Board of Directors shall be final and binding upon the parties involved, unless within thirty (30) days following the issuance of the Board's written decision, a party to the proceeding requests that all or part of the dispute considered by the Board of Directors be

arbitrated in accordance with Section 6 of this Article 9, below. If arbitration is requested to resolve less than the entire dispute considered by the Board of Directors, then any other party to the proceeding shall have fifteen (15) days after the initial request for arbitration to designate for arbitration any additional part of the dispute considered by the Board of Directors. Any arbitration conducted following a decision of the Board of Directors shall be conducted de novo, and not as an appeal of the Board's decision, but any party in the dispute may submit a copy of the Board's decision and rationale to the arbitrator for consideration.

Section 5. Mediation

If the parties do not reach a solution acceptable to all involved parties do not agree to submit the dispute to the Board of Directors for resolution, then, upon notice by any party to the other parties involved, the parties shall next try to reach a just and equitable solution by mediation conducted by the American Arbitration Association, or such other mediation service or mediator as may be agreeable to all parties involved. The Board of Directors shall be available to mediate any dispute that arises between or among Members, but no Member shall be required to accept the Board as a mediator. All parties involved, unless the parties agree otherwise, shall share the costs of mediation equally.

Section 6. Arbitration

If the parties do not reach a solution agreeable to all involved parties within a period of sixty (60) days after the initial notice was sent requesting mediation, or if a party to a dispute that was submitted to the Board of Directors for resolution requests arbitration, as provided for in Section 4 of this Article, then upon notice by any party to the other parties involved, all disputes shall be finally settled by arbitration conducted by a single arbitrator and administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, or by such other arbitration service or arbitrator as may be agreed by the parties. The Board of Directors shall not be considered a party to a dispute simply because it has rendered a decision in a case at the request of the parties. Except as provided below in Section 7, the arbitrator shall be empowered to decide any dispute of whatever nature arising out of, or in connection with, or in relation to, the interpretation, performance, or breach of the Bylaws, CC&Rs, or any other governing documents of the Association, or any provision or provisions thereof. The arbitrator's authority shall include, without limitations, the right to:

- Compel specific performance;
- Apportion costs, including without limitations, costs of arbitration and legal fees; and
- Award such damages as the arbitrator deems reasonable.

Section 7. Finality; Enforcement

The award of the arbitrator shall be final and binding upon the parties involved. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on the arbitrator's award.

Section 8. Liens and Lien Enforcement; Health and Safety

The dispute resolution procedures set forth in this Article shall not apply to the acquisition, perfection, or enforcement of any lien provided for under the terms of these Bylaws or under applicable federal, state, or local law, and resort may be had to a court of competent jurisdiction for such purpose. In addition, in the event the Board of Directors determines, in its sole and absolute discretion, that legal action should be instituted in order to protect or preserve the health, safety, or welfare of any one or more residents of Onamac, then the Association is authorized to pursue appropriate legal action in a court of competent jurisdiction without regard to the dispute resolution procedures set forth in this Article 9.

ARTICLE 10 - AMENDMENTS TO BYLAWS

Section 1. By the Members

These Bylaws may be adopted, altered, amended or repealed by a greater than fifty percent (50%) affirmative vote of the Members eligible to vote thereon at any Regular or Special Meeting of Members, if notice of the proposed alteration or amendment is contained in the notice of the meeting.

Section 2. By the Board of Directors

These Bylaws may be adopted, altered, amended or repealed by a greater than fifty percent (50%) affirmative vote of the whole Board of Directors at any Regular or Special Meeting of the Board if notice of the proposed action is contained in the notice of the meeting. The Board shall submit an approved amendment to the Members for ratification at the next Annual or Special Meeting of Members following the adoption of the amendment by the Board. These Bylaws may not be amended for a period of twelve (12) months after their adoption except by a vote of two-thirds (2/3) of the Members eligible to vote at such meeting called for such purpose. A Bylaw that is determined to be in violation of Federal, state, or local law may be amended by a greater than fifty percent (50%) affirmative vote of the Board of Directors at any time.

ARTICLE 11 - AMENDMENTS TO CODES, COVENANTS, AND RESTRICTIONS (CC&RS)

Section 1. By the Members

Codes, Covenants, and Restrictions (CC&Rs) may be adopted, altered, amended, or repealed by a greater than fifty percent (50%) affirmative vote of the Members entitled to vote thereon at any Regular or Special Meeting of Members if notice of the proposed alteration or amendment is contained in the notice of the meeting.

Section 2. By the Board of Directors

Codes, Covenants & Restrictions (CC&Rs) may be adopted, altered, amended, or repealed by a greater than fifty percent (50%) affirmative of the whole Board of Directors at any Regular or Special Meeting of the Board if notice of the proposed action is contained in the notice of the meeting. The Board shall submit an approved amendment to the Members for ratification at the next Annual or Special Meeting of Members following the adoption of the amendment by the Board. The Codes, Covenants & Restrictions (CC&Rs) may not be amended for a period of twelve (12) months after their adoption except by a vote of two-thirds (2/3) of the Members eligible to vote at such meeting called for such purpose.

ARTICLE 12 - MISCELLANEOUS

Section 1. Additional Property and Facilities

The Board of Directors of the Association shall accept on behalf of the Association title to, and obligations incident to, the ownership of a well and water delivery system, sewage treatment plant and/or septic system, and such other utilities, roads, sidewalks, and pathways as may be conveyed to the Association as a portion of the Plat of Onamac, Division 1, Island County, Washington.

These BYLAWS TO THE PLAT OF ONAMAC, DIVISION 1, ISLAND COUNTY, WASHINGTON, shall supersede all prior BYLAWS, and all Amendments thereto, of the plat of Onamac, a portion of Government Lot 1 and SE ¼ SE ¼ Sec.10 Twp. 31N., Rg 2E, W.M. Island County, Washington.

In WITNESS WHEREOF, the undersigned, as Officers of Onamac Maintenance Association have caused this document to be executed on the 4th day of JUNE, 2022.

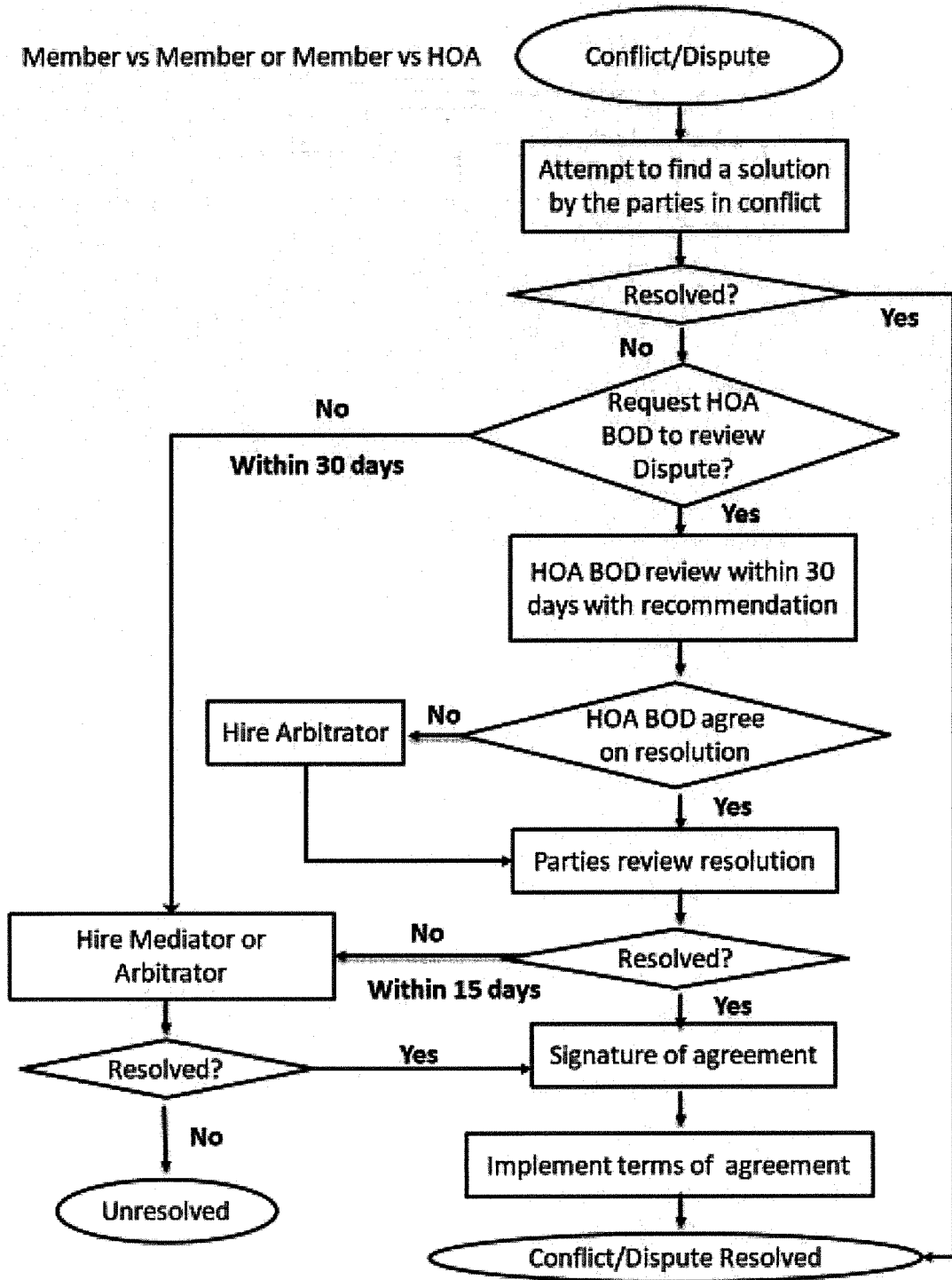
ONAMAC MAINTENANCE ASSOCIATION

By: [Signature]
President

By: [Signature]
Secretary

**ONAMAC MAINTENANCE ASSOCIATION
APPENDIX A**

Onamac HOA Conflict Dispute Resolution Process



**ONAMAC MAINTENANCE ASSOCIATION
AMENDMENTS TO BYLAWS**

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