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SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING RETURN TO
CCEHA
PMB 433, 26910 92ND AVE NW G-5
STANWOOD, WA 98292

**AMENDED AND RESTATED BYLAWS FOR
CHURCH CREEK ESTATES HOMEOWNERS ASSOCIATION**

WHEREAS Church Creek Estates Homeowners Association, a Washington Non-Profit Corporation, has agreed to amend and restate the Bylaws, recorded under Auditor's File Number 91105060507, amended by document recorded under Auditor's File Number 9408110072, for purpose of clarity and necessity: *Grantee Church Creek Estates*

NOW THEREFORE it is agreed as follows:

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Church Creek Estates Homeowners Association, hereinafter referred to as the "Association" The principal office of the corporation shall be that of the current registered agent Meeting of members and directors may be held at such places within the State of Washington, County of Snohomish, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

SECTION 1

"ACC" shall mean the Architectural Control Committee, which shall be responsible for conducting reviews of construction plans for new projects or modifications to existing structures for the purpose of maintaining consistency and compatibility. The ACC shall also be consulted when painting or otherwise modifying the cosmetic appearance of an existing structure.

SECTION 2

"Association" shall mean and refer to Church Creek Estates Homeowners' Association, its successors and/or assigns. The Association shall be governed by a 3-member Board of Directors.

SECTION 3

“Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, including street right-of-ways, entry areas, RV parking area, and open space as delineated upon the map of recorded portions of the Planned Unit Development, and any lots converted to community use

SECTION 4

“Common Facilities” shall mean and refer to all facilities or equipment to be constructed or installed within any common areas and not otherwise owned or operated by the City or other public or private agency.

SECTION 5

“Declarant” shall mean and refer to Homewood Development, Inc., a Washington Corporation, its successors or assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 6

“Declaration” shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the office of the Snohomish County Auditor under AFN 910805121, or as amended.

SECTION 7

“Lot” shall mean and refer to any plot or land intended and approved for the construction of a single family residence as shown upon any recorded portion of this Planned Unit Development other than entry areas, open space or other designated Common Areas.

SECTION 8

“Member” shall mean and refer to every person or entity that holds membership in the association.

SECTION 9

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers and sellers, but excluding those having such interest merely as security for the performance of an obligation

SECTION 10

“Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereunder be brought within the jurisdiction of the Association

SECTION 11

“Fiscal year” shall mean and refer to the period beginning in July 1 and ending June 30 of each year.

**ARTICLE III
MEETING OF MEMBERS**

SECTION 1 – ANNUAL MEETINGS

The regular annual meeting of the members shall be held in the month of June each year. The exact date, time, and location of such a meeting shall be determined by the Board of Directors

SECTION 2 – SPECIAL MEETINGS

Special meetings of the members may be called at any time by the Board of Directors, or upon written request of one-fourth (1/4) of members eligible to vote

SECTION 3 – NOTICE OF MEETINGS

Written notice of each meeting of the members shall be given by e-mail, postal mail to the address of record, or in-person at least 15 days prior to such meeting to each member entitled to vote thereat. Such notice shall specify the place, day, and hour of the meeting, and purpose of the meeting

SECTION 4 – QUORUM

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these bylaws.

SECTION 5 – PROXIES

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

SECTION 1 – NUMBER

The affairs of this Association shall be managed by three directors.

SECTION 2 – TERM OF OFFICE

Each director shall be elected for a term of two years unless he/she shall sooner resign, or shall be removed, be otherwise disqualified to serve, or until his/her successor is elected and duly qualified.

SECTION 3 – REMOVAL

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4 – COMPENSATION

No director shall receive compensation for any service he/she may tender to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his/her duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

SECTION 1 – ELIGIBILITY

Candidates for the Board of Directors must be of legal age, an Association member, as defined in Article II, Section 7 herein, in good standing and may not be a member of another director's household.

SECTION 2 – NOMINATION

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting.

SECTION 3 – ELECTION

Election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

SECTION 4 – CESSATION OF OWNERSHIP

In the event a Director ceases to be the owner of the land to which his membership is appurtenant, or of a contract for the purchase thereof, he shall thereby cease to be a Director and his office shall become vacant upon written notification, without action other than to spread such fact upon the minutes of the Board of Directors.

ARTICLE VI MEETING OF DIRECTORS

SECTION 1 – REGULAR MEETINGS

Regular Meetings of the Board of Directors shall be held without notice at such date, place, and hour at the discretion of the Directors. Regular meetings shall on no less than a quarterly basis.

SECTION 2 – SPECIAL MEETINGS

Special meetings of the Board of Directors shall be held when called by any director after not less than twenty-four (24) hours notice to each director unless agreed to in writing.

SECTION 3 – QUORUM

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board

SECTION 4 – ACCESS

Members wishing to address the Board shall submit a written request to the Secretary, stating therein the subject of and reasons for the request to be put on the agenda for the subsequent meeting. The Board may act upon, take under advisement, or reject the request in the presence of the member addressing the Board.

SECTION 5 – ACTION TAKEN WITHOUT A MEETING

The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 – POWERS

The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof,
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) 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,

- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

SECTION 2 – DUTIES

It shall be the duty of the Board of Directors to.

- (a) cause to be kept a complete record of all its acts and corporate affairs and to 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 one-fourth (1/4) of the members who are entitled to vote.
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - 1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and
 - 2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Areas to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

SECTION 1 – ENUMERATION OF OFFICERS

The officers of this Association shall consist of a president, secretary, treasurer, and such other officers as the Board may create from time to time, who at all times shall be members of the Board of Directors

SECTION 2 – ELECTION OF OFFICERS

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3 – TERM

The officers of this Association shall be elected biannually by the Board and each shall hold office for two (2) years unless he/she shall sooner resign, or shall be removed, be otherwise disqualified to serve, or until his/her successor is elected and duly qualified

SECTION 4 – SPECIAL APPOINTMENTS

The Board may appoint committee chairs 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 from time to time.

SECTION 5 – RESIGNATION AND REMOVAL

Any officer may be removed from office, with or without cause, by the Board Any officer may resign at any time giving written notice to the Board President or Secretary.

SECTION 6 – VACANCIES

A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaced

SECTION 7 – MULTIPLE OFFICES

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article

SECTION 8 – DUTIES

The duties of the officers are as follows.

President

The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all legal documents and shall co-sign checks as necessary.

Vice President

The Vice President shall act in the place and stead of the President in the event of his/her absence inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; 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 such other duties as required by the Board

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper accounting of books, cause an biannual audit of the Association books to be made by non-affiliated public accountant at the completion of every odd fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy to each member in attendance of such meeting.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE X
BOOKS AND RECORDS**

The books and records of the Association shall be available for inspection by any member by requesting a mutually acceptable appointment with the Secretary. The Declaration, Articles of Incorporation, and Bylaws of the Association can be viewed and/or obtained from the Snohomish County Auditor's Office. Any member may request a hardcopy of the Declaration, Articles of Incorporation, and/or Bylaws from the Secretary, which will be provided for a reasonable cost.

**ARTICLE XI
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Church Creek Estates Homeowners Association

**ARTICLE XII
AMENDMENTS**

These bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control; and in the case of conflict between the Declaration and these bylaws, the Declaration shall control.

**ARTICLE XIII
LIABILITY AND INDEMNIFICATION**

SECTION 1 – INSURANCE

The Association shall provide insurance for the Board of Directors against any liability arising from and all of its actions pursuant to its powers and duties, provided such actions are made in good faith without willful and intentional misconduct.


SECTION 2 – INDEMNIFICATION

The Association shall indemnify each member of the Board against all expenses including reasonable attorney's fees incurred or imposed in connection with any proceeding to which he/she may be a party, or in which he/she may become involved by reason of being in or having held such position, provided that the member shall not be adjudged guilty of misfeasance in the performance of his/her duties or exercise of his/her powers.

**ARTICLE XIV
REMEDIES FOR NON-COMPLIANCE**

Written warnings and monetary penalties may be imposed on the violating Owner for any violation of the use restrictions outlined in these bylaws or the Covenants, Conditions, and Restrictions outlined in the Declaration. A schedule of such penalties and course of action shall be published in a newsletter or special mailer upon inception. The Board may modify said schedule on an annual basis, at which time it must publish the revised version.

IN WITNESS WHEREOF, the undersigned, being the President of Church Creek Estates Homeowners Association has hereunto set his hand and seal this 5th day of July 2007.

BY 

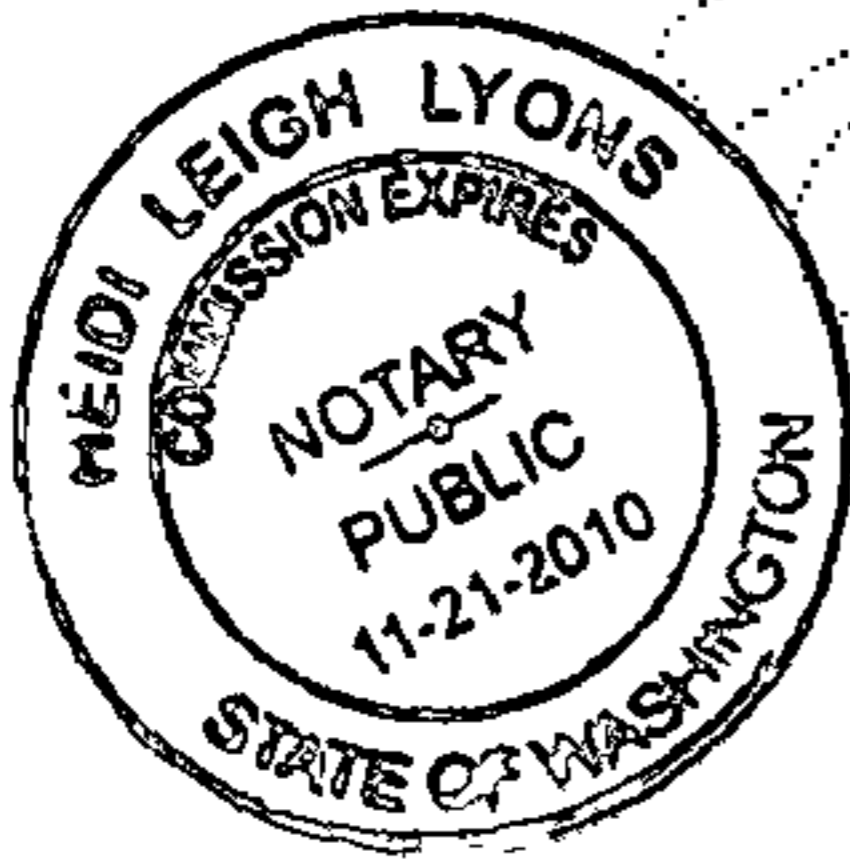
President

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this 5th day of July 2007 before me appeared the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Christopher Wright, President of Church Creek Estates Homeowners Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and

uses and purpose therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Heidi Leigh Lyons

Notary Public
For the State of Washington
Residing in Stanwood, WA
My Appointment Expires 11/21/2010