

McDONNELL CREEK RANCH OWNERS ASSOCIATION
BYLAWS

Amended and Restated on April 20, 2022

ARTICLE I

Name and Location

Section 1. The name of the Association shall be McDONNELL CREEK RANCH OWNERS ASSOCIATION (MCROA), also referred to as the "Association".

Section 2. The principal office of the Association is located at the plat of McDonnell Creek Ranch in Clallam County, Washington. The mailing address of the Association is P.O. Box 876, Carlsborg, Washington 98324.

ARTICLE II

Purposes

Section 1. This Association shall be conducted as a nonprofit corporation for the purposes set forth in the Articles of Incorporation and in the McDonnell Creek Ranch Protective Covenants applicable to the properties as recorded in the Office of the Auditor of Clallam County, Washington.

Section 2. The purposes for which this Association was created are provided in the Articles of Incorporation, Article III.

ARTICLE III

Definitions

Section 1. "Association" shall mean and refer to McDonnell Creek Ranch Owners Association, its successors and assigns.

Section 2. "Board" shall mean and refer to the MCROA Board of Trustees.

Section 3. "Building Committee" shall mean and refer to the Building Approval Committee referenced in the Protective Covenants, Article C-8.

Section 4. "Common Areas" or "Commons" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Areas are Tracts A, B, C and D and include the private roads owned by the Association.

Section 5. "Dues" shall mean and refer to the annual charge required of each member. "Assessments" shall mean and refer to any additional charges imposed by the Board.

Section 6. "Lot" shall refer to any plot of land shown on any recorded subdivision map of the MCROA properties with the exception of the Common Areas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Protective Covenants and the Articles of Incorporation of this Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract vendors and contract purchasers whose voting rights and privileges shall be limited as set forth in the Articles of Incorporation, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to that certain real property described in the McDonnell Creek Ranch Protective Covenants, the plat of McDonnell Creek Ranch, and such additions that may hereafter be brought within the jurisdiction of the Association.

ARTICLE IV

Membership

Section 1. Membership in the Association is limited to owners and shareholders (refer to the Articles of Incorporation, Article IV, and the Protective Covenants, Articles C-1 and C-2).

Section 2. The privileges and facilities of the Association shall be extended to the spouse and children of a member and may be extended to guests under such rules and regulations as the Board of Trustees may prescribe.

Section 3. No membership shall be forfeited nor any member expelled except for the nonpayment of dues and assessments, then only subject to the discretion of the Trustees and upon a majority vote thereof, and no member may withdraw except upon the transfer of title to or upon contracting for the sale of the lot to which the membership is appurtenant. No compensation shall be paid by the Association upon the transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Association.

ARTICLE V

Meetings of the Members of the Association

Section 1. Annual Meeting. The annual meeting of the Association shall be held during the first ten (10) days of May of each calendar year, the time and place to be specified by the Board of Trustees of the Association.

Section 2. Special Meetings. Special meetings of the members may be held as specified in the Protective Covenants, Article C-3.

Section 3. Meetings of the Association may be held in a specified location and through one or more means of remote communication through which members not physically present may participate in the meeting substantially concurrently, vote on matters submitted to the members, pose questions and make comments. (RCW 24.03A.390)

Minutes from an Association meeting shall be made available to each member within sixty (60) days after the meeting. (RCW64.38.035)

Section 4. Notice of Meetings. A written notice of every meeting of the Association shall be provided to the members at least fourteen (14) days and not more than fifty (50) days prior to the meeting. The notification shall include the time, place and purpose of the meeting and shall be distributed by post, email or hand delivery.

Section 5. Proxies. Notices of any annual or special meeting shall include forms by which, on each matter to be voted upon, members have the choice of voting their shares by mail, by appointing a proxy or by attending the meeting either in person or remotely.

Section 6. Quorum. At any meeting of the Association, fifty-one percent (51%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Protective Covenants, or these Bylaws. The quorum includes all members attending the meeting in person or remotely and all proxies. If a quorum is not established at the meeting, the members may adjourn the meeting until a quorum is achieved. When a quorum is established, a majority decision of the members constituting the quorum shall be valid and binding upon the Association except where otherwise provided by law, these Bylaws, the Articles of Incorporation or the Protective Covenants.

Section 7. Voting. Each share of stock in the Association shall be entitled to one vote (refer to the Articles of Incorporation, Article V, and the Protective Covenants, Articles C-2 and C-4).

Section 8. Order of Business. The order of business at the annual meeting of the members, and as far as practical at all other membership meetings, shall be as follows:

- a. Calling of the role and certifying proxies;

- b. Proof of notice of meeting or waiver of notification;
- c. Reading and disposition of any unapproved minutes;
- d. Report of officers;
- e. Ratification of annual budget;
- f. Reports of committees;
- g. Election of trustees, if necessary;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

ARTICLE VI

Board of Trustees

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Trustees composed of five (5) persons (refer to the Protective Covenants, Article C-3).

Section 2. Election and Term of Office. The Trustees shall be elected by a majority of the members. At the first annual meeting of the Association, the term of office of each Trustee shall be determined by the number of votes received:

- a. The term of office of the Trustee receiving the largest number of votes shall be fixed for a period of three (3) years.
- b. The term of office of the two (2) Trustees receiving the next largest number of votes shall be fixed at two (2) years
- c. The term of office of the two (2) Trustees receiving the least number of votes shall be fixed at one (1) year.
- d. At the expiration of the initial term of office of each respective Trustee, his or her successor shall be elected to serve for a term of three (3) years.

Section 3. Vacancies. Vacancies on the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the members of the Association shall be filled by vote of the majority of the remaining Trustees, even though they may constitute less than a quorum; each person so elected shall serve for an unexpired term of his or her predecessor and until a successor is elected and seated at an annual

meeting of the Association. Temporary vacancies may be filled on an interim basis by a majority vote of the Board.

Section 4. Removal of Trustees. Any Trustee may be removed by concurrence of two-thirds (2/3) vote of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Trustees so created shall be filled by the members of the Association at that same meeting.

Section 5. Nomination of Trustees. Nomination for election to the Board of Trustees shall be made by a Nominating Committee (see Article VIII, Section 1).

Section 6. Organizational Meeting. The first meeting of a newly elected Board of Trustees shall be held within two (2) weeks of the election. The primary purpose of the Organizational Meeting is for the newly elected Board of Trustees to elect officers.

Section 7. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined by a majority of the Trustees. Notice of regular meetings of the Board shall be given to each Trustee personally or by mail, email or telephone at least three (3) days prior to the day named for such meeting. Association members shall also be notified of upcoming Board meetings.

Section 8. Special Meetings. Special meetings of the Board of Trustees may be called by the President on three (3) days notice to each Trustee, given personally, by email, by mail or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may be called by the President or Secretary in like manner and on like notice upon the written request of at least three (3) Trustees. Association members shall also be notified of special Board meetings.

Section 9. Except for closed executive meetings, all meetings of the Board of Trustees shall be open for observation by all members. (RCW64.38.035)

Section 10. Board of Trustee's Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business. If a quorum is not present at the meeting, the majority of those present may adjourn the meeting until a quorum is established.

Section 11. Remote Meetings and Voting. Meetings of the Board of Trustees may be conducted in person or by video or other remote conferencing processes. Voting by board members not physically present at the meeting may be accomplished remotely.

Section 12. Powers of the Board of Trustees. The Board shall:

- a. Adopt and publish rules and regulations governing the use of the Commons and the personal conduct of the members and their guests thereon, and to establish penalties for infractions.

- b. Suspend the voting rights and rights to use the Commons of a member during any period in which such member shall be in default in the payment of any dues or assessments levied by the Association. Such rights may also be suspended, after notice and hearing, for infraction of published rules and regulations.
- c. On behalf of the Association, exercise all powers, duties and authority delegated to the Association, and not reserved to the membership, by the provisions of these Bylaws, the Articles of Incorporation, the Protective Covenants or the statutes of the State of Washington.
- d. Declare the office of a member of the Board of Trustees to be vacant in the event such member has three consecutive unexcused absences from the regular meetings of the Board.
- e. Employ such persons as are necessary for proper maintenance of the Commons.
- f. Maintain, manage, pay taxes and assessments attributable to, and keep free from liens or encumbrances, the Commons for the benefit of the Association.
- g. Establish, assess and collect annual dues and assessments sufficient to discharge the responsibilities of the Association.

Establish, assess and collect special assessments against individual members for damages suffered by the Association due to the damage to, or destruction of, the Commons, as a result of the negligent or intentional acts or omissions of any member, or persons using or visiting the Commons under privileges derived from said member. All charges, dues and assessments established and levied by the Trustees shall constitute a continuing lien upon the property of the member assessed, the amount of which lien may include reasonable interest and costs of collection, including reasonable attorney's fees, in the discretion of the Trustees; provided, however, that such lien shall be subordinate to any mortgage or deed of trust to a bank or other lending institution, whether prior or subsequent in time.

- h. Create and appoint members to committees considered beneficial to the Association.
- i. To do all things necessary for the administration of the affairs of the Association and for the accomplishment of the best interests of the Association and its properties.

Section 13. Duties of the Board of Trustees. The Board shall:

- a. Keep a complete record of all of its acts and corporate affairs;
- b. Provide a budget for ratification by the membership at the annual meeting as required by RCW 64.90.525;
- c. Supervise all officers, agents and employees of the Association and confirm that their duties are properly performed;
- d. Supervise the care and upkeep of the Commons and provide oversight of all projects conducted thereon;
- e. In accordance with the Protective Covenants, the Board of Trustees shall:
 1. Fix the amount of annual dues to be paid by each member at least thirty (30) days in advance of the due date thereof;
 2. Fix the amount of any assessments against each lot at least thirty (30) days in advance of the due date thereof;
 3. Provide means for the collection of such dues and/or assessment as so fixed;
 4. Give written notice of such dues and assessments to every member and owner subject thereto at least thirty (30) days in advance of the due date thereof; and
 5. File a lien against any property for which dues and/or assessments are not paid within thirty (30) days after the due date or bring an action at law against the owner or member personally obligated to pay the same;
- f. Upon request by any member, issue a receipt for any dues or assessments that have been paid;
- g. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

ARTICLE VII

Officers

Section 1. Designation. The officers of the Association shall be a President, Vice-President, Secretary, Treasurer and Member-at-Large, all of whom shall be elected by and from the Board of Trustees. The Board may appoint an Assistant Treasurer, Assistant Secretary, Webmaster and such other subordinates as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at the Organizational Meeting of each new Board.

Section 3. Removal of Officers. Upon a majority vote of the Board of Trustees, any officer may be removed, either with or without cause, and their successor elected at any regular or special meeting of the Board. Removal of such officer shall not constitute their removal from the Board.

Section 4. Vacancies. A vacancy in any office may be filled by a majority vote of the remaining Trustees. The officer appointed to fill such vacancy shall serve for the remainder of the unexpired term of the officer whom they replace. Temporary vacancies may also be filled on an interim basis by a majority vote of the remaining Trustees, e.g. Secretary Pro Tempore.

Section 5. Transition. Under the supervision of the President, officers from the previous year will provide guidance and support to newly elected officers. The transition process shall include, but not be limited to:

- a. The transfer of appropriate, updated and current files and records of the Association;
- b. Providing copies of the Articles of Incorporation, Protective Covenants and Bylaws, written procedures, and membership and committee rosters.

Section 6. President. The President shall:

- a. Preside at meetings of the Board of Trustees and the Association;
- b. Sign Association documents and correspondence as may be required;
- c. Have signature authority for MCROA checks;
- d. Coordinate activities of other officers and all committees;
- e. Act as spokesperson for the membership;
- f. Ensure that every new Board member receives adequate assistance during the transitioning process described in Section 5;
- g. Perform all duties prescribed in these Bylaws and any other duties that may be assigned by the Board.

Section 7. Vice-President. The Vice-President shall:

- a. Act as assistant to the President and perform the duties of the President in the event of his or her absence or disability;
- b. Perform such other duties as may be assigned by the President or the Board.

Section 8. Treasurer. The Treasurer shall:

- a. Maintain custody of and responsibility for all funds of the Association;
- b. Have signature authority for MCROA checks;
- c. Maintain a full, current and accurate accounting of income and expenditures;
- d. Draft an annual budget to be approved by the Board and ratified by the members of the Association;
- e. Make disbursements in accordance with the budget ratified by the members;
- f. Prepare and present a financial statement at every regular Board meeting and at other times when requested by the Board of Trustees;
- g. Prepare an annual Financial Report and present it to the general membership at the Annual Meeting;
- h. Perform all duties incident to the office of the Treasurer and other related duties assigned by the President or the Board.

Section 9. Secretary. The Secretary shall:

- a. Record and distribute minutes of the meetings of the Board of Trustees and the Association;
- b. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- c. Maintain, or cause to be maintained, complete and current membership records;
- d. Oversee the maintenance and preservation of all other records, reports, statements, correspondence and other documents and records which may be required of the Association by law or these Bylaws;
- e. Serve as custodian of the MCROA email account:
mcroaboard@gmail.com;
- f. Perform all duties incident to the office of Secretary and other related duties assigned by the President or the Board.

Section 10. Member-at-Large. The Member-at-Large shall perform all duties as may be assigned by the President or the Board.

ARTICLE VIII

Committees

Section 1. Nominating Committee. Nominations for election to the Board of Trustees shall be made by a Nominating Committee. It shall consist of at least three members of the Association and shall be chaired by a member of the Board. The Nominating Committee will be appointed by the Board prior to each annual meeting to serve until the close of such annual meeting. The Nominating Committee shall:

- a. Canvass for candidates and prepare a list of nominees to fill all expiring positions on the Board;
- b. Submit the list of nominees for approval by the Board;
- c. Prepare a ballot to be submitted to the membership of the Association before the annual meeting.

Section 2. Building Committee. The Board of Trustees of the Association shall appoint a Building Committee each year at their Organizational Meeting. This committee shall consist of at least three members and shall be chaired by a member of the Board. All committee members must be owners and residents of MCROA.

- a. No construction shall begin on any lot until the owner of the lot has submitted written plans and specifications for construction to the Building Committee. All proposed building plans shall be submitted to the Building Committee as required by the Protective Covenants, Article C-8. The Building Committee shall have fourteen (14) days to approve or reject said plans. The Building Committee shall have the authority to reject building plans only on the grounds that the proposed construction fails to comply with either the County Building Code, County Health Regulations, provisions of the Protective Covenants, or provisions of these Bylaws. All actions of the Building Committee shall be reviewed by the Board of Trustees.
- b. Members of the Building Committee must recuse themselves from the approval process for any project planned for their own properties.
- c. Any member of the Association who is aggrieved by a decision of the Building Committee may appeal that decision to the membership of the Association at the next annual meeting or at a special meeting called for that purpose.
- d. Any violation of the decision of the Building Committee and/or the Board shall be deemed a violation of the Protective Covenants and shall be subject to the remedies provided under Article F of the Protective Covenants.

ARTICLE IX

Enforcement and Amendment

Section 1. Amendment. These Bylaws may be amended by a majority vote of the Board of Trustees. Any amendment which also has the effect of amending the Protective Covenants shall require a vote of the membership in accordance with the Protective Covenants, Article F-1.

Section 2. Variance. The Board of Trustees shall have the authority to grant to any member a variance from the requirements and restrictions of these Bylaws, upon receiving proper application from that member (refer to the Protective Covenants, Article F-3).

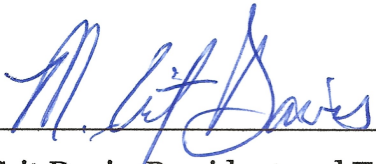
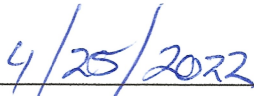
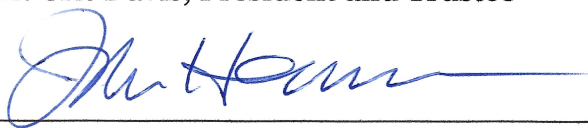
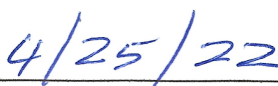
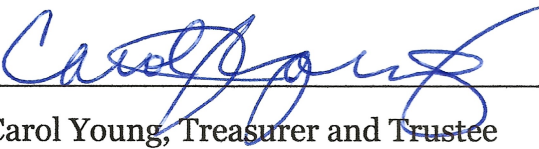
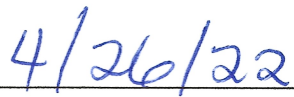
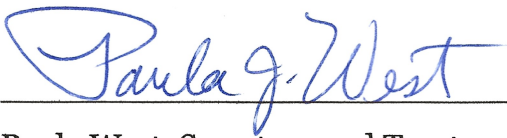
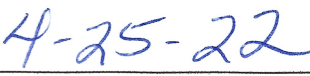
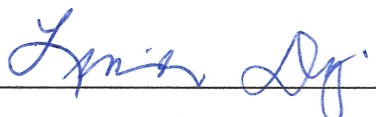
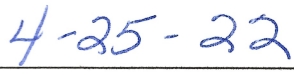
Section 3. Severability. If any provision of these Bylaws should for any reason be declared invalid or unenforceable, no other provision of these Bylaws shall be affected and the remaining provisions shall remain in full force and effect.

Section 4. Enforcement. The rules, regulations and restrictions contained in these Bylaws may be enforced by proceedings at law or in equity approved by a majority vote of the Trustees, and brought by the Trustees on behalf of the Association, for which purpose the funds of the Association may be used. The members of the Association shall have the same enforcement rights individually, with the exception of the use of Association funds for that purpose, and may bring proceedings at law or in equity for the purpose of securing equitable relief, monetary damages, or both.

The Board of Trustees shall not be obligated to enforce any of the rules, regulations and restrictions contained in these Bylaws or in the Protective Covenants, and shall not be or become liable for the breach thereof by persons other than themselves. No waiver of a breach of any provision of these Bylaws shall constitute a waiver of any subsequent breach of the same provision or of any other provision.

ADOPTION

THE UNDERSIGNED hereby certify and declare that the foregoing Amended and Restated Bylaws were approved and adopted by the Board of Trustees of McDonnell Creek Ranch Owners Association at the Board Meeting held on the 20th day of April, 2022.

 _____	 _____
M. Crit Davis, President and Trustee	Date
 _____	 _____
John Hemmen, Vice President and Trustee	Date
 _____	 _____
Carol Young, Treasurer and Trustee	Date
 _____	 _____
Paula West, Secretary and Trustee	Date
 _____	 _____
Linda Dey, Member-At-Large and Trustee	Date