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Bsd 1-19-93*

THURSTON COUNTY  
OLYMPIA, WA  
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REQUEST OF: /GDL  
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BYLAWS  
OF

RAINIER PARK P.R.D. OWNERS' ASSOCIATION

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BYLAWS  
OF  
RAINIER PARK P.R.D. OWNERS' ASSOCIATION

**ARTICLE I**

Name and Location

The name of this corporation is Rainier Park P.R.D. Owners' Association. The county in the State of Washington where the Association is located is the County of Thurston. The principal office is hereby fixed and located within the Covered Property, or as close thereto as practicable in the County. The Board is hereby granted full power and location to another within the County.

**ARTICLE II**

Definitions

All terms as used in these Bylaws shall, unless stated otherwise, be defined as set forth in that certain Declaration of Covenants, Conditions and Restrictions which defines the Association named herein in the Article thereof entitled "Definitions" and which has been or will be recorded in the Official Records and any amendments thereto (the "Declaration"). All of the terms and provisions of said Declaration and any amendments thereto are hereby incorporated herein by reference.

**ARTICLE III**

Meetings of the Association

Section 3.01 - Annual Meetings. The first annual meeting of the Members shall be held within forty-five (45) days after fifty-one percent (51%) of the Residences located within the Initial Covered Property have been conveyed or within six (6) months after the first conveyance of a Residence, whichever occurs first, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour set forth in the notice given pursuant to the Section entitled "Notices of Meetings" of these Bylaws, provided, however, that the Board by resolution may fix a date for the meeting no more than thirty (30) days before or after said date. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

*1/13/94 2nd Tues*

Section 3.02 - Place of Meeting. All meetings of Members shall be held within the Covered Property or at a meeting place as close thereto as possible as may be fixed from time to time by resolution of the Board. Unless unusual conditions exist, Members meetings shall not be held outside of the County.

Section 3.03 - Special Meetings. Special meetings of the Members for any purpose shall be called at any time by the Chairman of the Board, the President, or the Board upon either the vote by a majority of the members of the Board or upon receipt of a written request for a special meeting signed by Members representing at least five percent (5%) of the total voting power of the Association. Upon request in writing to the Chairman of the Board, President, Vice-President or Secretary by any person (other than the Board) entitled to call a special meeting of the Members, the officer shall cause notice to be delivered to the Members entitled to vote within twenty (20) days after such request that a meeting will be held at a time fixed by the Board not less than thirty-five (35) nor more than ninety (90) days after the receipt of the request except as otherwise provided in the Association Management Documents for particular actions such as, and without limitation, the Article entitled "Enforcement of Bonded Obligations" of the Declaration.

Section 3.04 - Notice of Meetings. Written notice of meetings, annual or special, shall be given to each Member entitled to vote, in the manner prescribed for delivery of notices in the Section entitled "Notices" of the Article entitled "General Provisions" of the Declaration. All such notices shall be sent to each Member entitled thereto not less than ten (10) days nor more than ninety (90) days before each meeting, and shall specify the place, the date and the time of such meeting, and: (1) in the case of a special meeting, the general nature of the business to be transacted and no other business may be transacted; or (2) in the case of the regular meeting, those matters which the Board, at the time the notice is given, intends to present for action by the Members. Any proper matter may be presented at a regular meeting for action, provided, however, that any approval of the Members required to remove a director without cause, to fill a vacancy on the Board, to ratify a transaction between the Association and one or more of its directors, to approve amendments to the Articles, or to elect to voluntarily wind-up and dissolve the Association shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice. The notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is given to Members.

Section 3.05 - Waiver of Notice. The transactions of any meeting of Members, however called and noticed, and wherever held, are as valid as though had at a meeting held after regular call and notice if a quorum is present, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed within the Association records or made a part of the minutes of the meeting. Except as provided in the Section entitled "Notice of Meeting" of the Article, neither the business to be transacted at, nor the purpose of any regular or special meeting of Members need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof.

Section 3.06 - Quorum. The presence at the meeting of Members or proxies or any combination thereof entitled to cast fifty-one percent (51%) of the voting power shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. The quorum requirements for such adjourned meeting shall be thirty-three and one-third percent (33-1/3%) of the voting power of the Association.

Section 3.07 - Adjourned Meetings. When any meeting of Members, either annual or special, is adjourned for any reason (including, without limitation, that a quorum was not present) for more than thirty (30) days or if the time and place for the adjourned meeting are not announced at the original meeting, or if a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given in the manner prescribed for the original meeting.

Section 3.08 - Approval of the Members. Except where a greater portion of the voting power is required by the Articles, the Declaration, or these Bylaws, a majority of the votes represented, in person or by proxy, and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute approval of the Members and prevail at all meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the voting power required to constitute a quorum.

Any action which may be taken by the vote of the Members at a regular or special meeting, except the election of directors, may be taken without a meeting if done in compliance with the following provisions:

(a) The Association must distribute a written ballot to every Member entitled to vote on the matter which shall set forth the proposed action, provide any opportunity to specify approval or disapproval of any proposal, and provide the time within which to return the ballot to the Association, which shall be not less than fifteen (15) days from the date that the written ballot is distributed to the Members.

(b) Approval by written ballot pursuant to this Section shall be valid only when the number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve such action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) Ballots shall be solicited in a manner consistent with the requirements of the Section entitled "Notice of Meetings" of these Bylaws. All such solicitations shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.

(d) Any form of written ballot distributed to the Members shall afford an opportunity on the form of written ballot to specify a choice between approval or disapproval of each matter or group of related matters which, at the time the written ballot is distributed, are intended to be acted upon by such written ballot, and shall provide, subject to reasonable specified conditions, that where the Member solicited specifies a choice with respect to any such matter the vote shall be cast in accordance therewith.

(e) A written ballot may not be revoked.

Section 3.09 - Voting Rights. The Association shall have the classes of voting membership and the same voting rights and requirements set forth in the Declaration.

Section 3.10 - Proxies.

(a) Every Member entitled to vote or execute consents shall have the right to do so either in person, or by an agent or agents authorized by a written proxy executed by such Member or his duly authorized agent

and filed with the Secretary of the Association, prior to the start of said meeting; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution.

(b) Any revocable proxy concerning certain matters which require a vote of the Members is not valid as to such matters unless it sets forth the general nature of the matter to be voted on. These certain matters are as follows:

- (i) removal of a director without cause;
- (ii) filling vacancies on the Board created by removal of a director;
- (iii) approval of transaction involving directors;
- (iv) amendment of the Articles;
- (v) sale, lease, conveyance, exchange, transfer or other disposition of all or substantially all of the assets of the Association;
- (vi) merger of the Association with another corporation;
- (vii) amendment of an agreement of merger;
- (viii) voluntary dissolution of the Association;
- (ix) distribution of the Association's assets upon dissolution.

(c) Any form of proxy distributed to the Members shall afford an opportunity on the proxy to specify a choice between approval and disapproval of each matter or group of related matters which, at the time the proxy is distributed, are intended to be acted upon at the meeting for which the proxy is solicited, and shall provide, subject to reasonable specified conditions, that where the Member solicited specifies a choice with respect to any such matter the vote shall be cast in accordance therewith.

#### **ARTICLES IV** **Election of Directors**

Section 4.01 - Number and Qualification of Directors. The Board shall consist of five (5) directors until changed by an amendment to this Section of these Bylaws. A person may serve as a director without being a Member.

Section 4.02 - Election and Term of Office. Until the holding of the first annual meeting of the Members referred to in the Article of these Bylaws entitled "Meetings of the Association," the incorporator of the Association may do whatever is necessary and proper to perfect the organization of the Association, including the adoption of these Bylaws and the appointment of the first directors and officers. All positions on the Board shall be filled at the first annual meeting. Of the directors who are elected, the two (2) directors who received the lowest number of votes shall be elected to serve two (2) year terms and the remaining directors that were elected shall be elected to serve three (3) year terms. Upon the expiration of such terms, all successor directors shall be elected to two (2) year terms.

Election of directors shall be by secret written ballot. All directors shall hold office until their respective successors are elected.

Section 4.03 - Election Committee. An Election Committee shall be appointed annually by the Board to make rules for and supervise nominations, voting procedures, voting requirements and the orderly and fair election of directors. The Election Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) other persons who shall be Members; provided, however, as long as Declarant controls more than twenty-five percent (25%) of the voting power of the Association, the Board may appoint persons who are not Members to the Election Committee. The Election Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Nominations to serve on the Board may also be made by any Member present at a meeting in person or by proxy.

Section 4.04 - Cumulative Voting. Every Member entitled to vote for any election of directors shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which he is entitled, or to distribute his votes on the same principle among as many candidates as he shall think fit. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected.

No Member shall be entitled to cumulate votes for a candidate or candidates unless such candidate's name or candidates' names have been placed in nomination prior to the voting and the Member either in person or by proxy has given notice at the meeting, prior to the voting, of the Member's intention to cumulate votes. If any one Member has given such notice, all Members may cumulate their votes for candidates in nomination.

Section 4.05 - Special Voting Rights. Notwithstanding the provisions of this Article or any other provision of the Association Management Documents, as long as there is a Class B membership or the majority of the voting power of the Association resides in the Declarant, the Members other than Declarant shall be entitled to elect not less than twenty percent (20%) of the total number of directors as set forth in the Declaration. Notwithstanding the provisions of the Section entitled "Removal of Directors" of this Article, any director so elected may not be removed without the vote of a majority of the voting power residing in Members other than Declarant.

Section 4.06 - Removal of Directors. At any meeting of the Members of which notice has been properly given as provided in these Bylaws, the entire Board or any individual director may be removed from office as hereinafter set forth, provided that the same notice of said meeting has also been given to said entire Board or any individual director whose removal is to be considered at said meeting. The entire Board or any individual director may be removed from office without cause by a majority of the votes cast in the voting on any motion or resolution for removal (if such affirmative votes also constitute a majority of the required quorum); provided, however, that if the Association has fewer than fifty (50) Members, then such removal must be approved by an affirmative vote of a majority of all the votes entitled to be cast. However, unless the entire Board is removed, an individual director shall not be removed prior to the expiration of his term of office when the votes cast against removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of directors were then being elected. Upon any such motion or resolution for removal, every Members may cumulate his vote or votes, as the case may be, in the same manner as provided for the election of directors in these Bylaws. In the event that any or all directors are so removed, new directors may be elected at the same meeting. Notwithstanding the foregoing, a director elected pursuant to the voting rights of Members other than Declarant set forth in the Declaration and the Section entitled "Special Voting Rights" of these Bylaws may only be removed by the vote or written assent of a majority of the Members other than Declarant.

Section 4.07 - Vacancies. A vacancy or vacancies shall be deemed to exist on the Board in case of the death, resignation or removal of any director. If the Members shall increase the authorized number of directors but shall fail to elect the additional directors as provided for at the meeting at which such increase is authorized, or at any adjournment thereof, or in case the Members fail

to at any time elect the full number of the authorized directors, a vacancy or vacancies shall be deemed to exist.

Vacancies on the Board, except for a vacancy created by the removal of a director, may be filled by a vote of a majority of the remaining directors, though less than a quorum, or by the sole remaining directors, and each director so elected at an annual meeting of Members, or at a special meeting called for that purpose.

The Members may at any time elect directors to fill any vacancy not filled by the directors, and may elect the additional directors at the meeting at which an amendment of the Bylaws is voted authorizing an increase in the number of directors.

If any director tenders his resignation to the Board, the Board shall have power to elect a successor to take office at such time as the resignation shall become effective. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Notwithstanding the foregoing, a vacancy caused by the death, resignation or removal of any director elected pursuant to the special voting rights of Members other than Declarant set forth in the Declaration and in the Section entitled "Special Voting Rights of these Bylaws," may only be filled by the vote of a majority of the voting power of the Members other than Declarant.

## ARTICLE V

### Meetings of the Board

#### Section 5.01 - Regular Meetings.

(a) Organizational Meeting. Immediately following each annual meeting of the Members, the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business. Notice of such meeting is hereby dispensed with.

(b) Other Regular Meetings. Other regular meetings of the Board may be held without call at such place and day and hour as may be fixed from time to time by resolution of the Board provided, should said day fall upon a legal holiday, then the meeting which otherwise would be held on the next day thereafter ensuing which is not a legal holiday. In no event shall regular meetings of the Board be held less than once every six (6) months.

Section 5.02 - Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Chairman or by the President, or by any two (2) directors other than the President.

Section 5.03 - Place of Meetings. All meetings of the Board shall be held at the principal office of the Association, or at any other place designated at any time by resolution of the Board or by written consent of all members of the Board.

Section 5.04 - Notice of Meetings.

(a) Regular Meeting. Notice of the time and place of any regular meeting shall be posted at a prominent and accessible place or places within the Covered Property and shall be communicated to directors not less than four (4) days prior to the meeting.

(b) Special Meetings. Written notice of the time and place of a special meeting and the nature of any special business to be considered thereat shall be posted in a prominent and accessible place or places in the Covered Property not less than four (4) days prior to the meeting. Such notice shall also be either delivered personally to the directors or sent to each director by letter or by telegram, postage or charges prepaid, addressed to him at his address as it is shown upon the records of the Association. In case such notice is delivered personally to the directors, such delivery must occur not less than seventy-two (72) hours prior to the scheduled time of the meeting. In case such notice is mailed or telegraphed, it shall be deposited in the United States Mail or delivered to the telegraph company at or near the place in which the principal office of the Association is located at least four (4) days (if by mail) or seventy-two (72) hours (if by telegraph) prior to the scheduled time of the meeting. Such mailing, telegraphing or delivery as provided herein shall be due, legal and personal notice to each such director.

Section 5.05 - Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If a Board meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of adjournment.

Section 5.06 - Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed to the directors, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present and each director who attends does so without protesting, either prior thereto or at its commencement, the lack of notice to such director, and if,

either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 5.07 - Quorum. A majority of the number of directors as fixed by these Bylaws shall be necessary to constitute a quorum for the transaction of business, except to adjourn as herein before provided. Every act or decision made or done by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by statute, the Declaration, the Articles, or these Bylaws.

Section 5.08 - Attendance of Board Meetings by Members. Regular and special Board meetings shall be open to all Members; provided, however, no Member who is not an officer or director shall participate in any deliberation or discussion unless expressly authorized by a majority of a quorum of the Board. The Board may, upon the vote of a majority of the Board's quorum, adjourn a Board meeting and reconvene in executive session exclusive of all Members who are not directors to discuss and vote upon personnel matter, litigation in which the Association is or may become involved and other similar matters requiring confidentiality. The nature of any and all business to be so considered in executive session shall first be announced in open session.

Section 5.09 - Consent of Board Obviating Necessity of Meeting. Notwithstanding anything to the contrary contained in these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors. If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the Covered Property within three (3) days after the written consents of all Board members have been obtained.

Section 5.10 - Presiding Officer. The members of the Board shall elect one of their number to act as Chairman. the Chairman shall preside at all meetings of the Board.

## ARTICLE VI

### Powers, Duties and Limitations of the Board

Section 6.01 - Powers and Duties. In addition to the powers and duties of the Board as set forth in the Association Management Documents, and subject to limitations of the Association Management Documents, as to action to be authorized or approved by the Members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board. Without prejudice to such general powers but subject to the same limitations, the Board is vested with and shall have the following powers and duties, to wit:

- (a) Association Management Documents: enforce the provisions of the Association Management Documents and other instruments for the ownership, management and control of the Covered Property and carry out the obligations of the Association;
- (b) Real and Personal Property Taxes: pay any taxes and assessments which are, or could become, a lien on the Community Property or any portion thereof;
- (c) Insurance: contract for insurance on behalf of the Association or its Members pursuant to the Article entitled "Insurance" of the Declaration;
- (d) Contracts for Goods and Services: subject to the restrictions and limitations set forth in the Sections entitled "General Limitations on the Restrictions on the Powers of the Board" and "Additional Contractual Restrictions" of this Article, contract for goods and/or services for the Community Property to include, without limitation, water, gas and electric, refuse collections and other services.
- (e) Delegation of Powers: delegate to committees, officers, employees or agents any of its duties and powers under the Association Management Documents; provided, however, no such delegation to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligation to perform such delegated duty;
- (f) Budgets and Financial Statements: prepare budgets and financial statements for the Association pursuant to the Article entitled "Budget and Financial Statements" of the Bylaws;
- (g) Rules and Regulations: formulate rules of operation for the Community Property;
- (h) Disciplinary Proceedings: initiate and execute

disciplinary proceedings against Members for violations of provisions of the Association Management Documents in accordance with the procedures set forth in the Article entitled "Discipline of Members" of the Bylaws;

(i) Right of Entry: enter upon any Residence as necessary in connection with construction, maintenance or emergency repair for the benefit of the Community Property or the Owners, to include, without limitation, the following:

(i) Any member of the Architectural Committee or any officers, director, employee or agent of the Association may at any reasonable time enter upon any Residence after notice to the Owner in order to inspect Improvements constructed or being constructed on such Residence to ascertain that such Improvements have been or are being built in compliance with plans and specifications submitted to and approved by the Architectural Standard;

(ii) Entry may be made without notice in the event of any emergency involving illness or potential danger to life or property or as necessary to repair or maintain the Community Property so as not to deprive other Owners of the proper use thereof, for example, but without limitation, the repair of utility installations or structures that service other Residences. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused shall be repaired by the Association unless covered by insurance carried by the Owner;

(iii) Entry may be made upon any Residence in connection with any exterior maintenance, repair or construction in the exercise of the powers and duties of the Association. Such entry shall be made only after not less than three (3) days' notice has been given to the Owner.

(j) Election of Officers: elect officers of the Board pursuant to the Section entitled "Officers" of the Article entitled "Officers" of the Bylaws;

(k) Vacancies on the Board: fill vacancies on the Board except vacancies created by the removal of a director or the death or resignation of the director elected by Members other than Declarant;

(l) Corporate Seal: adopt and use a corporate seal;

(m) Membership Certificates: issue appropriate membership certificates evidencing membership in the Association;

(n) Tax-Exempt Status: conduct the business of the Association in such manner that the Association can qualify and be considered an organization exempt from federal and state income taxes. The Board shall cause to be timely filed any annual election for tax-exempt status as may be required under federal and state law, and shall undertake to cause the Association to comply with the statutes, rules and regulations which have been or shall be adopted by federal and state agencies pertaining to such exemptions.

(o) Review Requirements: require the Board to review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts, and review on a quarterly basis, (i) a current reconciliation of the Association's operating accounts; (ii) a current reconciliation of the Association's reserve accounts; (iii) the current year's actual reserve revenues and expenses compared to the current year's budget; and (iv) an income and expense statement for the Association's operating and reserve accounts.

Section 6.02 - General Limitations and Restrictions on the Powers of the Board. In addition to the limitations and restrictions enumerated elsewhere in the Association Management Documents and without limiting the generality thereof, and subject to further limitations set forth in the Section entitled "Additional Contractual Restrictions" of this Article, the Board shall be prohibited from taking any of the following action without the vote or written assent of a majority of the total voting power of Members other than the Declarant:

(a) Long Term Contracts: enter into a contract with a third person wherein the third person will furnish goods or services for the Community Property or the Association for a term longer than one (1) year, with the following exceptions:

(i) a management contract the terms of which have been approved by the FHA and VA;

(ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(iii) prepaid casualty and/or liability insurance policies not to exceed three (3) years duration, provided that the applicable policy permits short rate cancellation by the insured;

(iv) lease agreements for laundry room fixtures and equipment of not to exceed five (5) years duration provided that the lessor under the agreement is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more; and

(v) agreement for cable television services and equipment or satellite dish television services and equipment not to exceed five (5) years duration provided that the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more.

(b) Expenditures: incur aggregate expenditures for capital improvements to the Community Property in any fiscal year in excess of five percent (5%) of the estimated Common Expenses for the fiscal year;

(c) Sale of Real or Personal Property: sell any real or personal Association property with an aggregate fair market value in excess of five percent (5%) of said estimated Common Expenses during any fiscal year;

(d) Compensation: pay compensation to directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association. Nothing herein contained shall be construed to preclude any director or officer from serving the Association as agent, counsel, or any capacity other than as such director or officer and receiving compensation therefore.

Section 6.03 - Additional Contractual Restrictions. Any agreement for professional management and any other contract providing for services of the Declarant, developer, sponsor or builder shall not exceed three (3) years in duration and shall be terminable (i) for cause on not more than thirty (30) days' written notice by the Association, and (ii) without cause upon ninety (90) days' written notice by either party without payment of a termination fee.

Section 6.04 - Determination of Record Date:

(a) For Notice: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to notice of any meeting of Members. Such record date shall not be more than sixty (60) days nor less than ten (10) days before the date of the meeting. If no record date is fixed, Members at the close of business on the business day preceding the day on which notice is given or, if notice is waived, at the close of business on the

business day preceding the day on which the meeting is held are entitled to notice of a meeting of Members. A determination of Members entitled to notice of a meeting of Members shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting.

(b) To Vote: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to vote at a meeting of Members. Such record date shall not be more than sixty (60) days before the date of the meeting. Such record date shall also apply in the case of an adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting. If no record date is fixed, Members on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting of Members or, in the case of an adjourned meeting, Members on the day of the adjourned meeting who are otherwise eligible to vote are entitled to vote at the adjourned meeting of Members.

(c) To Cast Ballots: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to cast written ballots in accordance with the Section entitled "Approval of the Members" of the Article entitled "Meetings of the Association" of these Bylaws. Such record date shall not be more than sixty (60) days before the day on which the first written ballot is mailed or solicited. If no record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.

(d) For Exercise of Rights: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action. Such record date shall not be more than sixty (60) days prior to such other action. If no record date is fixed, Members at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later, are entitled to exercise such rights.

Section 6.05 - Check and Drafts. The signature of two (2) persons (one of whom must be a director) shall be required to withdraw funds from the Association's reserve account. All other checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such officer or officers, employee, employees, agent or agents of the Association and in such manner as,

from time to time, shall be determined by resolution of the Board.

Section 6.06 - Contracts; How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 6.07 - Indemnification of Directors, Officers and Employees. To the maximum extent permitted by and in accordance with state and federal law or any successor statute thereof, as interpreted by the judiciary from time to time, the Association shall reimburse, indemnify and hold harmless each present and future director, officer, employee or other "agent" of the Association and each person who, at the request of the Association, acts as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture or other enterprise, (hereinafter in this Section referred to as the "Association representative"), from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by such Association representative including reasonable settlement payments, in connection with any claim, action, suit or proceeding, or threat thereof, made or instituted, in which such Association representative may be involved or be made a party by reason of being or having been an Association representative or by reason of any action alleged to have been taken or omitted by such Association representative in such capacity. The right of indemnification provided in this Section shall inure to each Association representative whether or not the claim asserted is based on matters which arose in whole or in part prior to the adoption of this Section, and in the event of the death of the Association representative, shall extend to the legal representatives of such person. The right of indemnification provided in this Section shall not be exclusive of any other rights to which any person, or any other individual, may be entitled as a matter of law, under any agreement or otherwise.

Section 6.08 - Records. The Board shall cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at annual meetings of Members or at any special meeting where such statement is requested in writing on one-fourth (1/4) of the Members entitled to vote thereat.

Section 6.09 - Executive Committee. Any executive committee, empowered to act with the authority of the

Board, must consist of at least two (2) directors. Any such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

- (a) any action for which the law requires approval of the Members or approval of a majority of all Members;
- (b) the filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (d) the appointment of other committees of the Board or the members thereof;

## **ARTICLE VII**

### Officers

Section 7.01 - Officers. The officers shall be a President, a Vice President, a Secretary and a Chief Financial Officer which officers shall be elected by and hold office at the pleasure of the Board. Any two (2) or more of such offices, except those of President and Secretary, may be held by the same person.

Section 7.02 - Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of the Sections entitled "Subordinate Officers" and "Vacancies" of this Article, shall be chosen annually by the Board and each shall hold his office until he shall resign or shall be removed or otherwise be disqualified to serve, or until this successor shall be elected and qualified.

Section 7.03 - Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 7.04 - Removal and Resignation. Any officer may be removed, either with or without cause, by the vote of a majority of all the directors then in office at any regular or special meeting of the Board at which a quorum is present.

Any officer may resign at any time by giving written notice to the Board or to the President or to the

Secretary of the Association. Any such resignation shall take effect as of the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 - Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 7.06 - President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. The President may, but need not, be the Chairman of the Board. He shall be an ex officio member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of the President of a corporation, and shall have other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.07 - Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the office of President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or the Bylaws.

Section 7.08 - Secretary. The Secretary shall keep, or cause to be kept, a book of Minutes at the principal office or such other place as the Board may order, of all meetings and proceedings of the Board and its committees and of the Members, with the time and place of the holding of same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present or represented at Members' meeting and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office, a membership register showing the following: (1) the names and addresses of all members of the Board; (2) the names of the Members and their addresses; (3) the property to which each membership relates; (4) the number and class of memberships held by each Member; (5) the number of votes represented by each Member; (6) the number and date of membership certificates issued, if any; and (7) the number and date of cancellation of membership certificates, if any.

The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by the Bylaws or by law to be given, and he shall keep the

seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 7.09 - Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books and records of account shall at all reasonable times be open to inspection by any director or by any Member.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

## ARTICLE VIII

### Budget and Statements

Section 8.01 - Distribution of Statements. The statements described in this Article shall be prepared and distributed to each Member and to holders, insurers and guarantors of First Mortgages at the times and in the manner provided in this Article.

Section 8.02 - Budget. A proforma operating budget shall be distributed not less than forty-five (45) days nor more than sixty (60) days before the beginning of each fiscal year consisting of, with limitation, the following information:

- (a) estimated revenue and expenses on an accrual basis;
- (b) the amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies;
- (c) an itemized estimate of the remaining life of, and the methods of funding used to defray the future repair, replacement or additions to major components of the common facilities and areas for which the Association is responsible;
- (d) a general statement setting forth the procedures used by the Board in the calculation

and establishment of reserves to defray the future repair, replacement or additions to major components of the common facilities and areas for which the Association is responsible.

Section 8.03 - Balance Sheet. A balance sheet as of the Accounting Date (defined below) and an operating (income) statement for the period from the date of the first conveyance of a Residence to the Accounting Date shall be distributed within sixty (60) days after the Accounting Date. Said income statement shall include a schedule of Assessments received or receivable, itemized for each Residence within the Covered Property and identified by the number of each Residence and the name of the person or entity assessed therefore.

As used in this subsection, "Accounting Date" shall mean the last day of the month closest in time to six (6) months from the date of the first conveyance of a Residence.

Section 8.04 - Annual Report. An annual report containing the following shall be distributed to each Member within one hundred twenty (120) days after the close of the Association's fiscal year:

- (a) a balance sheet as of the end of such fiscal year;
- (b) an operating (income) statement for such fiscal year;
- (c) a statement of changes in financial position for such fiscal year;
- (d) a copy of the review of the annual report shall be prepared in accordance with generally accepted accounting principles by a licensee of the Washington State Board of Accounting for any fiscal year in which the gross income to the Association exceeds Seventy-five Thousand Dollars (\$75,000).
- (e) a statement of the place where the names and addresses of the current Members may be found;

The report required by this Section shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Association that such statements were prepared without audit from the books and records of the Association.

Section 8.05 - Statement of Practices and Remedies. A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies

for default in payment of its Assessments against its Members shall be annually delivered to the Members during the 60-day period immediately preceding the beginning of the Association's fiscal year.

Section 8.06 - Rights of First Mortgagees. In the event the Covered Property contains fifty (50) or more Residences, the Association must provide at its expense an audited statement for the preceding fiscal year of the Association to any holder, insurer or guarantor of any First Mortgage secured by a Residence who has submitted a written request therefore or, if such audited statement is not then completed and available, within one hundred twenty (120) days after the close of such fiscal year. In the event there are fewer than fifty (50) Residences within the Covered Property, and there is no audited statement available, any mortgage holder shall have the right to have an audited statement prepared at its own expense.

## ARTICLE IX

### Inspection of Records

Section 9.01 - Inspection By Members, Holders, Insurers and Guarantors. The Association Management Documents, the membership register, books and records of account, financial statements, minutes of meetings of the Members, of the Board and any committees of the Board, shall be made available for inspection and copying by any prospective purchaser of a Residence, any Member or his duly-appointed representative, any holder, insurer or guarantor of a First Mortgage secured by a Residence at any reasonable time during normal business hours or under other reasonable circumstances and for a purpose reasonably related to their interest as a prospective purchaser, Member, holder, insurer or guarantor, at the principal office of the Association or such other place as the Board shall prescribe.

Section 9.02 - Rules For Inspection. The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records by the Member desiring to make the inspection; hours and days of the week when such inspection may be made; and payment of the cost of reproducing copies of documents requested by a Member.

Section 9.03 - Inspection By Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. Without limiting the generality of the foregoing, the right to make extracts and copies of documents.

**ARTICLE X**  
Discipline of Members

Section 10.01 - Association Rules. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules") which may include provisions that authorize the Board to impose monetary penalties, temporary suspensions of an Owner's rights as a Member or other appropriate discipline for failure to comply with the Association Management Documents provided that the procedures for notice and hearing satisfying the minimum requirements are followed with respect to the accused Member before a decision is reached. The Association rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the nonpayment of Assessments, destruction of common property or a violation of use restrictions and the use of the Community Property; provided, however, that the Association Rules may not discriminate among Owners, shall not be inconsistent with the Declaration, the Articles or Bylaws and shall not empower the Association to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his Unit on account of the failure of such Owner to comply with the provisions of the Association Management Documents, except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments duly levied by the Association. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in the Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby.

Section 10.02 - Enforcement. The Board shall have the right to suspend the voting rights and right to use the recreational facilities located within the Covered Property of a Member who is in default in the payment of any Assessment for any period during which such Assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its Association Rules. A decision cannot be made and discipline cannot be imposed by the Association unless the Member is given fair and reasonable notice and a hearing at which such Member has the right to present oral and written evidence and to confront and cross-examine adverse witnesses. The procedural requirements shall be as set forth in the Section entitled "Notice and Hearing; Correction of Violation" of this Article.

Section 10.03 - Notice of Hearing; Correction of Violation. The following is the procedure for notice and hearing and for the correction of violation:

(a) Upon finding by the Board of a violation of any provision of the Association Management Documents for which notice and hearing is required, the Board shall give notice of the violation to the Owner which notice shall briefly describe the violation and set a date for a hearing before the Board or a committee selected by the Board for such purpose. The Board may delegate its powers under this Section to a duly appointed committee of the Association.

(b) Such hearing shall be held not less than thirty (30) days nor more than sixty (60) days from the date of said written notice to the accused Owner.

(c) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine any person offering at such hearing evidence adverse to such Owner. The Board or any such committee shall deliver to the accused Member within seven (7) days after the hearing a written decision which specifies the fines or penalties levied, if any, and the reasons therefore. In the event the correction of such violation also requires additional time in which the violation can be corrected (such as, and without limitation, for any installation, removal, repair, replacement, reconstruction or maintenance of improvements), the Board or any such committee shall set another date by which the violation is to be corrected by the Owner. A decision of such committee may be appealed to the Board but a decision of the Board shall be final.

(d) If the violation is one that requires corrective work, and continues to exist after the time limitation imposed by a final decision of the Board or such committee, the Board or such committee may cause such corrective work to be accomplished. In such event the Board shall give written notice of such election to the violating Owner and the following shall apply:

(i) The Owner shall have no more than ten (10) days following receipt thereby of said written notice of election in which to select a day or days upon which such

corrective work shall be accomplished;

(ii) The date which said Owner selects shall be not less than ten (10) days nor more than thirty (30) days following the last day of the ten (10) day period specified in such notice of election;

(iii) If said Owner does not select such day or days within the ten (10) day period specified in such notice of election, the Board or such committee may select a day or days upon which such corrective work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of the ten (10) day period specified in such notice of election; and

(iv) Unless the Owner and the Board otherwise agree, such corrective work shall take place only during daylight hours on any day, Monday through Friday, excluding holidays.

(e) If the Association pays for all or any portion of such corrective work required to correct a violation, such amount shall be reimbursed by the affected Owner.

## ARTICLE XI

### Amendment Provisions

Section 11.01 - Powers of Members. These Bylaws may be amended or repealed by the vote or written assent of a majority of the voting power of Members other than the Declarant. Notwithstanding the above, the percentage of the voting power of the Association or of Members other than the Declarant necessary to amend a specific clause or provision in these Bylaws or in the Association Rules shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. An amendment to this Section or any other Section of these Bylaws pertaining to voting rights must further have the approval of the voting power of the Members and of Eligible Mortgage Holders as provided in the Section entitled "Vote of Eligible Mortgage Holders and Owners" of the Article entitled "Mortgage Protection" of the Declaration.

Section 11.02 - Record of Amendments. Whenever an amendment or new Bylaw is adopted it shall be placed in the book of Bylaws in the appropriate place. If any Bylaw is repealed, the fact of repeal, with the date of the

meeting at which the repeal was enacted or written assent was filed, shall be stated in said book.

## ARTICLE XII

### Miscellaneous

Section 12.01 - Singular Includes Plural. Wherever the context of these Bylaws requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 12.02 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of each year, except that the first fiscal year shall begin on the date of incorporation. However, the fiscal year of the Association is subject to change from time to time as the Board shall determine.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of Rainier Park P.R.D. Owners' Association, a Washington nonprofit mutual benefit corporation; and

(2) That the foregoing Bylaws, comprising \_\_\_\_\_ pages constitute the original Bylaws of said corporation as duly adopted on \_\_\_\_\_, 19\_\_

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this \_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
Secretary

Vol: 2048 Page: 570  
File No: 9301290141



Recording requested by and  
when recorded mail to:

Gemini Development Corporation  
1868 State Ave NE  
Olympia, WA 98506

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**AMENDMENT TO BYLAWS OF RAINIER PARK P.R.D. OWNERS' ASSOCIATION**

GRANTOR: RAINIER PARK P.R.D. OWNERS' ASSOCIATION

GRANTEE: RAINIER PARK P.R.D. OWNERS' ASSOCIATION

REFERENCE NOS. OF RELATED DOCUMENTS: 9301290141, vol 2048, pages  
542 - 570

LEGAL DESCRIPTION: Plat of Rainier Park PRD, all divisions

ASSESSOR'S TAX PARCEL ID#: n/a





AMENDMENT TO THE BYLAWS OF  
RAINIER PARK P.R.D. OWNERS' ASSOCIATION

ARTICLE III, SECTION 3.06

This amendment to the Bylaws of Rainier Park P.R.D. Owners' Association was approved by a vote of the membership of the Association, ballots having been counted on May 19, 2011. The Association followed the voting procedures for amending the Bylaws, found in Article XI, Section 11.01 thereof.

Effective immediately, Article III, Section 3.06 of the Bylaws, previously recorded on January 29, 1993, under AFN 9301290141, records of the Thurston County Auditor, shall read as follows:

Section 3.06 - Quorum. The presence at the meeting of Members or proxies or any combination thereof entitled to cast twenty-five percent (25%) of the voting power shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws.

IN WITNESS WHEREOF, this instrument is executed on the date below.

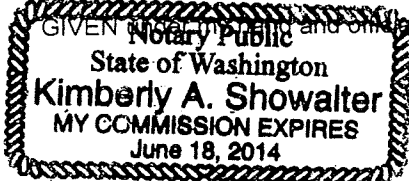
RAINIER PARK P.R.D. OWNERS' ASSOCIATION

Linda L. Ellgen  
Linda Ellgen, President

Carolyn Cox  
Carolyn Cox, Secretary

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF THURSTON     )

On this day personally appeared before me Linda Ellgen and Carolyn Cox, to me known to be the President and Secretary, respectively, of Rainier Park P.R.D. Owners' 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 purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



seal this 11<sup>th</sup> day of August, 2011.

Kimberly A. Showalter  
Notary Public in and for the State of  
Washington, residing at Olympia.  
My commission expires: 6.18.2014.

