

JORDAN RIVER TRAILS HOMEOWNERS' ASSOCIATION

Amended Articles of Incorporation

By-Laws

Amended Declaration of Restrictive Covenants



Jordan Maintenance Company

14129 Club Way

Arlington, WA 98223

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, **Sam Reed**, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF AMENDMENT

of

JORDAN MAINTENANCE COMPANY

as filed in this office on July 10, 2009.

Date: March 16, 2010



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State



AND

Washington Nonprofit Corporation

See attached detailed instructions

- Standard Filing Fee \$20.00
- Filing Fee with Expedited Service \$40.00

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\$40.00 K #13892
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FILED
SECRETARY OF STATE
SAM REED
JULY 10, 2009
STATE OF WASHINGTON

UBI Number: 601150363

ARTICLES OF AMENDMENT

Chapter 24.03 RCW

SECTION 1

NAME OF CORPORATION: (as currently recorded with the Office of the Secretary of State)

Jordan Maintenance Company

SECTION 2

ARTICLES OF AMENDMENT WERE ADOPTED BY: (please check and complete one of the following)

- The amendment was adopted by a meeting of members held: (Date) 6/14/09
A quorum was present at the meeting and the amendment received at least two-thirds of the votes which members present or represented by proxy were entitled to cast.
- The amendment was adopted by a consent in writing and signed by all members entitled to vote.
- There are no members that have voting rights. The amendment received a majority vote of the directors at a board meeting held: (Date) _____

SECTION 3

AMENDMENTS TO ARTICLES ON FILE: (if necessary, attach additional information)

See attached

SECTION 4

EFFECTIVE DATE OF ARTICLES OF AMENDMENT: (please check one of the following)

- Upon filing by the Secretary of State
- Specific Date: _____ (Specified effective date must be within 30 days AFTER the Articles of Amendment have been filed by the Office of the Secretary of State)

SECTION 5

SIGNATURE OF OFFICER: (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

<i>Karen L. Rhodes</i>	<i>KAREN L. RHODES</i>	<i>SECRETARY/TREASURER</i>	<i>7/1/09</i>	<i>509.403.9120</i>
Signature	Printed Name and Title of Officer	Date	Phone	

JORDAN MAINTENANCE COMPANY
(A Washington Non-Profit Corporation)
ARTICLES OF AMENDMENT
RCW 24.03.170

Jordan Maintenance Company, a Washington Non-Profit Corporation, by its undersigned Secretary certifies the following Articles of Amendment upon due ratification of the members of the corporation in meeting assembled on June 14, 2009 at which meeting a quorum was present and which affirmative vote was at least two-thirds of the members present at such meeting or represented by proxy. The Articles of Incorporation are hereby amended as follows:

ARTICLE I
Name

No change.

Articles II-VII of the existing Articles are replaced by the following:

ARTICLE II
Duration

The period of duration is perpetual.

ARTICLE III
Purposes

This corporation is organized as a not-for-profit corporation pursuant to RCW chapter 24.03.

ARTICLE IV
Powers

This corporation shall have and may exercise consistent with its purposes the powers enumerated for non-profit corporations at RCW 24.03.035. It shall also have the power to purchase or acquire by gift, bequest, or otherwise, either directly or as trustee, and to own, hold in trust, use, sell, convey, mortgage, lease or otherwise dispose of any real estate or personal property as may be necessary for the furtherance of its purposes. Nothing in these Articles of Incorporation shall serve to narrow the scope of power authorized under RCW 24.03.035.

ARTICLE V
Membership - Stock

This non-profit corporation shall not issue any shares of stock, and shall be a membership organization. The rights, powers, qualification and liabilities of the members shall be as set forth in the bylaws.

ARTICLE VI
Registered Office and Agent
And Consent of Registered Agent

The address of the registered office of the corporation shall be 1636 Third Street, Marysville, WA 98270. The name of the registered agent of the corporation at such address shall be Stephen W. Hansen, Attorney at Law, who agrees and consents by signing these Articles of Incorporation to serve as a registered agent in the State of Washington for the corporation. Said agent further understands and agrees that his signature below evidences his appointment as agent for the corporation, being responsible to receive service of process in the name of the corporation, to forward all mail addressed to him as agent for the corporation to the corporation at the corporation's last known address; and to immediately notify the office of the Secretary of State of the State of Washington in the event of his resignation, or of any changes in the registered office's address of the corporation for which he is agent.

ARTICLE VII
Government of the Corporation

The affairs of this corporation shall be managed by a Board of Trustees which shall have such officers as are set out in the Bylaws of the corporation. There shall not be less than three Trustees, and the qualifications, terms of office, manner of election, time and place of meetings, and powers and duties of the Trustees and Officers shall be as prescribed in the Bylaws of the Corporation.

ARTICLE VIII
Trustee Liability

A Trustee of the corporation shall not be personally liable to the corporation for monetary damages for conduct as Trustee, except for liability of the Trustee of (i) acts or omissions that involve intentional misconduct or a knowing violation of the law by the Trustee, (ii) conduct which violates RCW 23B.08.310 of the Washington Business Corporation Act, pertaining to unpermitted distributions or loans to Trustees, or (iii) any transaction from which the Trustee will personally receive a benefit in money, property, or services to which the Trustee is not legally entitled. If the Washington Business Corporation Act or Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Trustees, then the liability of a Trustee of the corporation shall be eliminated or limited to the fullest extent permitted by the said statutes, as so amended. Any repeal or modification of the foregoing paragraph by the Trustees of the corporation shall not adversely affect any right or protection of a Trustee of the corporation existing at the time of such repeal or modification.

ARTICLE IX
Indemnification

The Corporation shall indemnify its Trustees and officers against all liability, damage, or expense resulting from the fact that such person is or was a Trustee or officer, to the maximum extent and under all circumstances permitted by law; except that the corporation shall not indemnify a Trustee against liability, damage, or expense resulting from the Trustee's gross negligence.

ARTICLE X
Prohibition of Personal Benefits

No private person, officer, or Trustee of this corporation shall accede to or in any way, directly or indirectly, receive any benefit or profit or distribution of property or distribution of net earnings or income from this corporation, except as provided in the Bylaws of the corporation for compensation for services rendered and reimbursement of expenses incurred.

ARTICLE XI
Ultimate Distribution of Assets
And Liquidation of Funds

In the event that this corporation shall be dissolved, upon dissolution, under no circumstances shall any officer or Trustee enjoy personal benefit from the assets of this organization.

ARTICLE XII
Repeal of Existing Articles

The Articles of Incorporation previously filed and all previously filed amendments thereto are specifically repealed except to the extent no change is indicated by these Articles of Amendment, and Restated Articles of Incorporation shall be filed incorporating the same.

DATED THIS 1ST day of JULY, 2009.

Karen L. Rhodes

Jordan Maintenance Company

By: KAREN L. RHODES

Its: Secretary

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

I certify that I know or have satisfactory evidence that Karen L. Rhodes
executed the foregoing instrument and acknowledged the said instrument to be his/her
free and voluntary act and deed for the uses and purposes therein mentioned.

Dated this 1st day of July, 2009.

DANA L. TINGELSTAD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-24-12

Dana L. Tingelstad
Print Name: Dana L. Tingelstad
Notary Public in and for the State of Washington,
residing at: Marysville
My appointment expires: 3/24/12

Bylaws of Jordan Maintenance Company

Recorded on July 27, 2009

Snohomish County, Washington

Return Address:
Stephen W. Hansen
Hansen, McConnell & Pellegrini
1636 Third Street
Marysville, WA 98270



200907270471 14 PGS
07/27/2009 1:59pm \$75.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. Bylaws of Jordan Maintenance Company 2.
Reference Number(s) of Documents assigned or released: Additional reference #'s on page ____ of document
Grantor(s) (Last name first, then first name and initials) 1. Jordan Maintenance Company 2. 3. <input type="checkbox"/> Additional names on page ____ of document
Grantee(s) (Last name first, then first name and initials) 1. Public 2. 3. <input type="checkbox"/> Additional names on page ____ of document
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Tract A, Jordan River Trails, Division No. 1, according to the plat thereof recorded in Volume 24 of Plats, Pages 27, 28 and 29, records of Snohomish County, Washington SITUATE in the County of Snohomish, State of Washington. <input type="checkbox"/> Additional legal is on page ____ of document
Assessor's Property Tax Parcel/Account Number 00482900008600 <input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

BYLAWS OF
JORDAN MAINTENANCE COMPANY

ARTICLE I
DEFINITIONS

The following terms when used herein shall have the following meanings unless a different meaning is plainly required by the context.

"Association" shall mean the Jordan Maintenance Company, its successors and assigns.

"Board" shall mean the Board of Trustees for the Jordan Maintenance Company.

"Common Property" shall mean land and/or facilities, which the Association owns and/or maintains.

"Declaration" shall mean the Amended Declaration of Restrictive Covenants For Jordan River Trails (and all applicable amendments thereto) recorded with the office of the Snohomish County Auditor, Snohomish County, Washington.

"Properties" shall mean all the property subject to the Declaration.

Wherever the terms "he", "him" or "his" are used in this document, they should be understood to be gender-neutral and interchangeable with the terms "she" and "her".

ARTICLE II
LOCATION

The Association is located in Snohomish County, Washington. The preferred mailing address for the Association will be as set forth in the Declaration, §6.2.

ARTICLE III
MEMBERSHIP

3.1 Eligibility

Eligibility for membership is set forth in Article II of the Declaration and Article V of the Articles of Incorporation. New members shall notify the Association in writing of their names, the property(s) they have acquired in the Jordan River Trails community and their preferred mailing address for purposes of receiving notices and information from the Association. In the absence of such notice the Association and its Board may properly rely, without liability, on the existing list of members and member addresses.

ARTICLE III MEMBERSHIP

3.2 Rights of Enjoyment

Each member shall be entitled to use and enjoyment of the Common Property and other facilities provided by the Association. Any member may delegate his rights of enjoyment of the Common Property and other facilities to the members of his family and his tenants who reside in Jordan River Trails community; provided, however, that if a member delegates his or her rights to a tenant, only the tenant and tenant's immediate family currently residing with him or her, and not the member, shall have the right of enjoyment of the Common Property for the duration of the tenancy. Thus, at no time shall both the member and that member's tenant have the right to use Common Property. Any delegation of rights to a tenant must be in writing, signed by both the member and the tenant, with a copy provided to the Association's Secretary. The Board shall determine the procedure for notification to the Association of the names of persons to whom such rights have been delegated.

In the event that any assessment of property on which a member resides is delinquent, the Board may suspend the right of the member, members of his family and tenants to the use of the Common Property and recreational facilities of the Association until such assessment has been paid. Such rights of a member, members of his family and tenants may also be suspended after notice and hearing for a period not to exceed thirty days for violation of any rules and regulations established by the Board concerning the use of the Common Property and facilities furnished by the Association.

3.3 Voting Rights

Voting rights of members are set forth in Article II of the Declaration.

ARTICLE IV MEETING OF MEMBERS

4.1 Annual Meeting

The annual meeting of the members shall be held at such place in Snohomish County, Washington, and at such date and time during the month of June each year as may be prescribed by the Board.

4.2 Special Meetings

Special meetings of the members may be called at any time by the Board upon written request of members who are entitled to vote one quarter (25%) or more of the votes held by the membership.

4.3 Notice

Notice of all meeting of members shall be mailed by or at the direction of the Association Secretary to each member, postage prepaid, at the address thereof as shall appear in the records of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall be so mailed not

**ARTICLE IV
MEETING OF MEMBERS**

4.3 Notice *(continued)*

less than seven days, nor more than fifty days prior to any meeting called to consider any of the following matters:

- a. Additions/annexations to the Properties;
- b. Dedication, sale or transfer or any part of the Common Property
- c. Merger or consolidation;
- d. Mortgage or any part of the Common Property;
- e. Dissolution of the Association; or
- f. Levy of special assessments for capitol improvements or change in annual assessment.

The notice of the meeting shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

4.4 Quorum

Except as hereinbefore and as hereinafter provided, the presence at any meeting in person or by proxy of members entitled to cast one-twentieth (20%) of the votes of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereon shall have power to adjourn and continue the meeting from time to time, without notice other than announcement at the meeting, until a quorum as set forth above shall be present or be represented. The vote or a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members unless a greater proportion is required by the Declaration, the Articles of Incorporation or the Bylaws.

4.5 Voting and Proxies

A member may vote in person at the annual meeting, or at any other scheduled meeting, or by proxy executed in writing and filed with the Association Secretary. Every proxy shall be revocable and shall automatically terminate upon termination of membership of the person giving the proxy. In accordance with RCW 24.03.085 a proxy shall be valid for no longer than 11 months from the date of execution unless it specifies otherwise.

4.6 Voting By Mail or Electronically

Voting by mail and/or electronic transmission (e.g., email) may be authorized by the Board for a particular vote or for all votes. Once voting by mail and/or an electronic transmission is authorized by the Board, all votes validly cast by mail and/or electronic transmission shall be deemed present for all purposes of quorum, count of votes, and percentages of total voting power in accordance with RCW 24.03.085 and RCW 24.03.090.

ARTICLE V BOARD OF TRUSTEES

5.1 Number

The affairs of this Association shall be managed by a Board of nine members. The number of Board members may only be increased or decreased in accordance with the provisions of the Declaration. Each Trustee shall be a member in good standing of the Association. No member who is not current with respect to monies owed to the Association (including without limitation dues and assessments) shall be eligible to run for a Trustee's position. Furthermore, any Trustee who, while in office, is found to be thirty (30) days or more delinquent with respect to monies owed to the Association (including without limitation dues and assessments) shall be disqualified to continue serving as a Trustee, and such disqualified Trustee's position shall be considered vacant to be filled in accordance with §5.3 below.

5.2 Term

The members entitled to vote for Trustees as provided in the Declaration shall elect Trustees for a term of three (3) years to fill the terms of office of Trustees whose terms expire at such annual meeting. Trustees shall serve until their successors are elected and assume office.

5.3 Removal

Any Trustee may be removed from the Board, with or without cause, as set forth in the Declaration.

5.4 Vacancies

In the event of death, disqualification, resignation or removal of a Trustee, his successor shall be elected by a majority vote of the remaining Trustees. A Trustee elected to fill a vacancy shall hold office during the remainder of the term of the Trustee succeeded.

5.5 Compensation

No Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties as a Trustee and may receive compensation for a service rendered to, or for the Association in some capacity other than as a Trustee (such as private contractor or outside professional consultant); provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board. Notwithstanding the foregoing, an Association Secretary, Treasurer or Secretary/Treasurer may, but need not be, compensated in such manner and in such reasonable amount as the Board may by majority vote fix in consideration of the peculiar demands and responsibilities of such offices. If a particular Secretary, Treasurer or Secretary/Treasurer, whose compensation is being voted on by the Board, is also a Trustee, that individual may not vote on his or her own compensation.

**ARTICLE V
BOARD OF TRUSTEES**

5.6 Nomination of Trustees

The Board of Trustees shall present a slate of nominees at the annual meeting to fill any Trustee positions expiring at the end of their terms, and/or any other vacancies on the Board. The Board shall make as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled at such annual meeting. Nominations may also be made from the floor.

5.7 Winner of Election

In any case where the number of nominations for the Board of Trustee positions exceeds the number of vacancies, election shall be by hand count of the membership at the annual meeting. The members or their proxies may cast the numbers of votes as they are entitled to by the provisions of the Declaration. The person(s) receiving the largest number of votes shall be elected to the position(s) being filled. Cumulative voting is not permitted.

**ARTICLE VI
MEETING OF THE BOARD OF TRUSTEES**

6.1 Regular Meeting

At the first regular scheduled meeting of the board, following each annual meeting of members, the Trustees, including both those elected at such meeting, and those holding over, shall hold an organizational meeting for the purpose of electing officers as hereinafter provided, and for transaction of such other business as may come before the Board. If all Trustees are present at the time and place of such meeting, *no prior notice of such meeting shall be given to the Trustees.*

The Board of Trustees by resolution may establish the date, time and place for other regular meetings of the Board.

6.2 Special Meetings

Special meetings may be called by the President, and must be called by the President at the request of at least two Trustees. Such special meeting may be held at such time and place as the Board of Trustees or the President shall determine and any business may be transacted at such meeting.

6.3 Notices

No notice need be given of regular meetings held pursuant to resolution of the Board of Trustees as hereinabove specified. Notice of special meetings shall be given at least three days prior to the date of *such meeting either personally, by mail, telephone or telegraph. Attendance at a meeting shall constitute a waiver of notice thereof.*

**ARTICLE VI
MEETING OF THE BOARD OF TRUSTEES**

6.4 Quorum

A majority of the Trustees at a meeting shall constitute a quorum, but no action of the Board of Trustees shall be valid unless it is approved by an affirmative vote of at least three Trustees.

6.5 Closed Session Board Meetings

In accordance with RCW 64.38.035, all meetings of the Board, except as provided below in this section, shall be open for observation by all members and their authorized agents. The Board shall keep minutes of all actions taken by the Board, which shall be available to all members. Upon the affirmative vote in open meeting to assemble in closed session, the Board may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the association, and matters involving the possible liability of an owner to the association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

7.1 General Powers

The Board of Trustees shall have power to:

7.1.1

Adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof.

7.1.2

Exercise for the Association all powers, duties and authority vested in or delegated to the Association or the Board of Trustees by these Bylaws, the Articles of Incorporation or the Declaration and not reserved to the membership.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

7.1.3

Lease or otherwise acquire the use of any and all kinds of recreation and athletic facilities for the use and benefit of the members of the Association and to enter into management contracts for the management of such facilities.

7.1.4

Declare the office of a member of the Board of Trustees to be vacant in the event such member be absent without a showing of good cause from three consecutive regular meetings of the Board of Trustees.

7.2 Duties of the Board of Trustees

It shall be the duty of the Board of Trustees to:

7.2.1

Cause to be kept complete record of all of its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Association for the year.

7.2.2

As more fully provided in the Declaration, to fix the amount of the annual member (as that term is defined in the Declaration) dues and assessments and give the member subject thereto written notice of such dues and assessments at least ten days prior to the due date thereof, and to cause to be prepared a roster of member properties subject to dues and assessments with dues and assessments applicable to all such properties and to keep such roster in the Association office subject to inspection by any member, and to take all actions necessary at law or in equity to collect the dues and assessments due from each member.

7.2.3 Procure and maintain adequate liability and hazard insurance on property owned, leased or otherwise used by the Association.

7.2.4 Perform all other duties specifically imposed upon the Board of Trustees by the Declaration, the Articles of Incorporation or these Bylaws.

ARTICLE VIII COMMITTEES

8.1 Committees

The Board may appoint such committees as it in its discretion is deemed necessary to assist in the operation or affairs of the Association, including without limitation the following:

architectural control committee, landscaping committee, recreation committee, maintenance committee, publicity committee, and audit committee. Committee members need not be members of the Board.

ARTICLE IX OFFICERS

9.1 Officers

The officers of this Association shall be a President and Vice President who shall be members of the Board and a Secretary and Treasurer who may, but need not be, members of the Board. The Board may appoint an Assistant Secretary or an Assistant Treasurer by resolution entered on its minutes. The officers shall be elected at the organization meeting of the Board each year and the term of office shall be for a period of one year and until their successors are elected and assume office, unless such officer resigns or is removed.

9.2 Removal, Resignation and Vacancies

Any officer may be removed from office by majority vote with or without cause by the Board. In the event of removal, resignation or death of an officer, his or her successor shall be elected by a majority vote of the remaining Trustees. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.3 President

The President shall preside at all meetings of the members of the Association and of the Board. He shall sign for the Association such contracts and other documents as he may be authorized by the Board to sign and shall perform all acts and duties usually performed by a President or as prescribed by the Board.

9.4 Vice President

In the absence or disability of the President, the Vice President shall preside and perform the duties of the President. He shall also perform such other duties as may be delegated to him by the Board.

ARTICLE IX OFFICERS

9.5 Secretary

The Secretary shall keep or cause to be kept a complete record of all meetings of the Association and of the Board; serve notice of the meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses (or delegate such responsibility to a business manager if the Board has designated or retained one); perform such duties as he or she is required to perform in connection with assessments; and shall perform such other duties as may be required by the Board. The Assistant Secretary, if such office is filled, may be authorized by the Board to perform the duties of the Secretary.

9.6 Treasurer

The Treasurer shall keep such records, make such reports and perform such other duties as may be required from time to time by the Board.

9.7 Delegation and Change of Duties

In the event or absence or disability of any officer, the Board may delegate during such absence or disability the powers or duties of such officer to, any other officer or any Trustee.

9.8 Holding Concurrent Offices

Any officer, other than the President, may occupy two (2), but not more, offices concurrently if directed or approved to do so by the Board.

ARTICLE X ASSESSMENTS

10.1 Basis and Determination

The basis for annual dues and assessments on members is set forth and established in the Declaration. The Board shall determine the dues and assessments for members in accordance with the requirements and limitations prescribed in the Declaration. Special assessments for capital improvements may likewise be established by vote of the membership, subject to Board approval, as set forth in the Declaration.

ARTICLE X ASSESSMENTS

10.2 Certificates With Respect to Assessment

The business manager, if the Board has designated or retained one, upon direction of the Secretary, or if there be no business manager, the Secretary shall cause to be furnished to any member liable for an assessment within a reasonably prompt period of time upon demand of such owner a certificate in writing setting forth whether the assessments have been paid. In accordance with the provisions of the Declaration, a lien may be filed in the office of the county auditor in which the Association property is located in the amount of the delinquent assessment together with interest and related charges. Upon payment thereof in full, a proper release of such lien shall be prepared and filed.

ARTICLE XI BOOKS, RECORDS, SEAL, AUDIT

11.1 Inspection by Members

In accordance with RCW 64.38.045 the books, records and papers of the Association shall at all times during reasonable business hours, and upon reasonable advance notice, be subject to inspection by any member at the office of the Association, at the office of its managing agent or other reasonably convenient location. The Association, through the Board, may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to such records. The Association shall not release the unlisted telephone number of any member.

11.2 Corporate Seal

The corporate seal of the Association shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the year of incorporation.

11.3 Audit

In accordance with RCW 64.38.045 an annual audit shall be made by a certified public accountant prior to the date of each annual meeting at which meeting such report shall be presented, unless such audit is waived by a vote of at least 67% of the votes cast in person or by proxy at a meeting of the Association at which a quorum is present. Each such vote shall be effective, however, to waive only one annual audit.

A special audit shall be made at any time upon the order of the Board or upon a majority vote of the members at any regular or special meeting.

**ARTICLE XI
BOOKS, RECORDS, SEAL, AUDIT**

11.4 Execution Of Corporation Documents

When the execution of any instrument has been authorized by the Board without specifying the executing officer, such instrument may be executed by any two of the following officers: the President, vice President, Secretary, Treasurer, Assistant Treasurer and Assistant Secretary. The Board may, however, authorize any one of such officers to sign any of such instruments for and on behalf of the Association and may designate officials or employees of the Association other than those named above who may sign such instrument.

**ARTICLE XII
AMENDMENTS AND CONFLICTS WITH DECLARATION**

These Bylaws may be amended at a regular or special meeting, or upon petition of the members provided that such amendment is approved by a majority of the votes cast (per §4.5) at the annual meeting by a quorum (as determined per § 4.4). All votes, whether cast in person or by proxy, must be submitted on a written ballot signed by the Lot Owner that identifies the Lot(s) by individual division and lot number. Prior notice of the proposed amendment must be included in the written notice of the meeting distributed to the membership at least 30 days prior to the meeting date. Any matter stated in these Bylaws to be or which is on its face governed by the Declaration may not be amended except as provided in such Declaration. In the case of any conflict between such Declaration and these Bylaws, the provisions of the Declaration shall control.

Amendments to these Bylaws or other governing documents of the Association duly approved by the membership may then be executed and certified as having been duly adopted by the President and Secretary of the Association or, alternatively, by any 3 of the Board members and recorded. Nevertheless, any amendment, once duly adopted, shall be immediately effective, unless the amendment is by its own terms not to be effective until a later date, regardless of when or whether the same is certified and/or recorded.

**ARTICLE XIII
RULES OF ORDER**

The rules contained in the most recent edition of Robert's Rules of Order Revised, shall govern all meetings of shareholders and Trustees where those rules are not inconsistent with the Articles of Incorporation, Declaration, these Bylaws or special rules of order of the Association.

CERTIFICATION

THIS IS TO CERTIFY that the above and foregoing Bylaws were duly adopted by the shareholders upon the recommendation of the Board of Trustees at a duly called shareholders meeting held on the 14th day of June, 2009.

Jordan Maintenance Company, a Washington corporation,

By: *David Campbell*
Name: DAVID CAMPBELL
Title: PRESIDENT

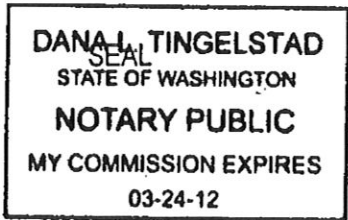
By: *[Signature]*
Name: ROBERT PARRISH
Title: VICE PRESIDENT

By: *Karen Rhodes*
Name: KAREN RHODES
Title: SECRETARY/TREASURER

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 8th day of July, 2009 before Me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Campbell to me known to be the person who signed as **President** of Jordan Maintenance Company, a Washington corporation, that executed the within and foregoing instrument, and acknowledged 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 he was duly elected, qualified and acting as said officer of the corporation and that he was authorized to execute the said instrument on behalf of the corporation, that the seal affixed, if any, is the corporate seal of the corporation, and that the corporation was authorized to execute said instrument on behalf of Jordan Maintenance Company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

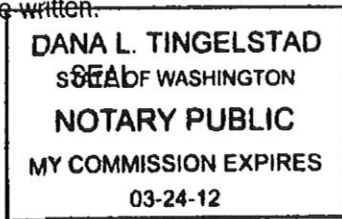


Notary Signature: *Dana L. Tingelstad*
Printed Name: Dana L. Tingelstad
Residing at: Manysville, WA
Notary License Expires: 3/24/12

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 21st day of July, 2009 before Me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Parrish to me known to be the person who signed as **Vice-President** of Jordan Maintenance Company, a Washington corporation, that executed the within and foregoing instrument, and acknowledged 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 he was duly elected, qualified and acting as said officer of the corporation and that he was authorized to execute the said instrument on behalf of the corporation, that the seal affixed, if any, is the corporate seal of the corporation, and that the corporation was authorized to execute said instrument on behalf of Jordan Maintenance Company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

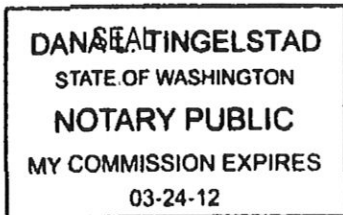


Notary Signature: *Dana L. Tingelstad*
Printed Name: Dana L. Tingelstad
Residing at: Marysville, WA
Notary License Expires: 3/24/12

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 7th day of July, 2009 before Me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karen Rhodes to me known to be the person who signed as **Secretary** of Jordan Maintenance Company, a Washington corporation, that executed the within and foregoing instrument, and acknowledged 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 she was duly elected, qualified and acting as said officer of the corporation and that she was authorized to execute the said instrument on behalf of the corporation, that the seal affixed, if any, is the corporate seal of the corporation, and that the corporation was authorized to execute said instrument on behalf of Jordan Maintenance Company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Notary Signature: *Dana L. Tingelstad*
Printed Name: Dana L. Tingelstad
Residing at: Marysville, WA
Notary License Expires: 3/24/12

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss

I, Carolyn Weikel, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office.

In witness whereof, I hereunto set my hand this

23rd day of February 2010

CAROLYN WEIKEL, County Auditor

Beverly Wild Deputy

