

BY-LAWS OF SPRINGER LAKE TRAILS HOMEOWNERS ASSOCIATION

ARTICLE 1. NAME AND LOCATION

Section 1. Name of Corporation

This nonprofit Corporation organized under the provisions of Chapter 24 of the Revised Code of Washington ("RCW") is, and shall be known and designated as, the SPRINGER LAKE TRAILS HOMEOWNERS ASSOCIATION ("SLTHA").

Section 2. Address of Corporation

The principal and registered office of this Corporation is and shall be as recorded in the Articles of Incorporation. The Corporation may also have other offices at such places as the Board of Trustees may from time to time appoint, or as the activities of the Corporation may require.

ARTICLE II. DEFINITIONS

The following terms used in these By-laws are defined as follows.

All Members of Record

"All Members of Record" shall mean and refer to all Lot Owners in Springer Lake Trails.

Lot

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision made of the Properties and shall include any subdivision or short plat or any current plot of land that can be sold as an individual property. Any such plot that has been divided and given multiple tax parcel numbers by the government for the sole purposes of school, tax, or other assessments or governmental administration, without an Owner's voluntary request to the division into saleable separate properties, shall be deemed as being a single Lot.

Meeting

A meeting shall consist of a semi-annual or special gathering of all members in good standing, where proper notification has been distributed, all necessary materials, documents and forms have been provided and/or made available to all members, and reasonable time and location has been called by the Board.

Member

"Member" shall mean and refer to every person or entity who holds membership in the SLTHA.

Member in Good Standing

A Member will be deemed a "Member in Good Standing" of the Corporation if he/she is current in his/her SLTHA dues, special assessments, late fees, and other monies owed to the Corporation and has no liens in favor of the Corporation against any of his/her Lot(s).

Owner

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any Lot that is part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Phase

"Phase" shall mean and refer to all Lots within one of the four recorded subdivisions of the Large Lot Plat of Springer Lake Trails as recorded in the office of the Auditor of Thurston County, as well as any Lots annexed for membership in the SLTHA.

Properties

"Properties" shall mean and refer to the real property described as SPRINGER LAKE TRAILS PHASES 1-4, according to the Plat thereof recorded in the office of the Auditor of Thurston County, and such additions or adjoining properties as may be annexed or otherwise brought within the jurisdiction of the SLTHA through Member approval. All such Properties shall collectively be known as "Springer Lake Trails."

Proxy/Absentee/Electronic Ballot

"Proxy/Absentee Ballot" shall mean and refer to any form that is delivered to Members prior to a Member meeting that allows the Members to vote on issues at the meeting by proxy and/or by absentee vote. To vote by proxy means the Member may grant another designated Member the right to cast a vote in his/her stead on any issues upon which this right has been granted on the Proxy/Absentee Ballot. To vote by absentee vote means the Member may write in his/her vote on a particular issue as recorded on the Proxy/Absentee Ballot and have that vote counted as his/her own. A Proxy/Absentee Ballot may provide only a proxy option, only an absentee vote option, or both, depending on what issues are on the meeting's agenda. An Electronic Ballot shall mean a vote submitted electronically via the official SLTHA website. Once submitted, Electronic Ballots are to be treated the same as Absentee Ballots.

Quorum

"Quorum" shall mean and refer to those Members in Good Standing who attend a meeting either in person or by Proxy/Absentee/Electronic Ballot. There shall be no minimum number or minimum percentage of Members in Good Standing present to constitute a Quorum.

Vote of the Members

"Vote of the Members" shall mean all votes cast by the Members in Good Standing. They may vote in person or by Proxy/Absentee/Electronic Ballot at any Member meeting.

ARTICLE III. MEMBERSHIP**Section 1. Member Eligibility**

Any person who is a current legal Owner or legal purchaser of record of one or more Lots within Springer Lake Trails is automatically a Member of the SLTHA.

Section 2. Voting Rights of Members

A Member must be a Member in Good Standing in order to exercise his/her right to vote. Each Lot in Springer Lake Trails shall be represented by one vote, in person or by Proxy/Absentee/Electronic Ballot, in the conduct of business of the Corporation, even if the Lot is owned by multiple persons. This ruling is also subject to the provisions of RCW 64.38.

Section 3. Termination of Membership

In the event that any Member conveys, or contracts to convey, interest in his/her Lot, that person shall immediately lose his/her membership in the SLTHA, including all voting rights, and the subsequent Owner or contract purchaser of the Lot shall immediately become a Member instead. The Corporation shall not pay compensation, reimbursement, or pro ration of dues and/or special assessments upon any transfer of membership. No Member may withdraw from the SLTHA except upon transfer of title of the real property that gives him/her the right to be a Member.

ARTICLE IV. CORPORATE MANAGEMENT AND DUTIES

Section 1. Management by Board of Trustees

Subject to limitations in the Articles of Incorporation and these By-laws and the laws of the State of Washington, all powers of the Corporation shall be exercised by, or under the authority of, a Board of Trustees ("Board"). The Board shall also oversee and manage the business, affairs, and property of the Corporation. Each trustee shall be a Member in good standing as defined in Article III, Section 2.

Section 2. Election and Terms of Trustees

Each trustee shall be elected by a simple majority (50% plus one) Vote of the Members at each annual Member meeting. Beginning with the first annual Member meeting in January 2000, five (5) trustees shall be elected for terms beginning at the first regular Board meeting of the Board of Trustees, which is to be held in January 2000, and shall begin their term on that date. Trustees shall be elected to serve terms of two (2) years and shall serve until their successors are elected. The terms of the trustees shall be staggered so that every other year, two (2) trustees are voted in, and on alternate years three (3) trustees are voted in. For the first year of operation, two (2) trustees shall serve a term of one (1) year in order to set up the staggered terms.

Section 3. Nomination Procedures

At least Sixty (60) days before each annual Member meeting, the Board shall request and accept nominations from Members for all trustees whose terms are up for election in the coming year. The Board will confirm each nominee's interest in serving on the Board, and will then distribute the nominees' names on a Proxy/Absentee Ballot that is to be included with the meeting notice for the annual Member meeting and made available for submission via Electronic Ballot. The Proxy/Absentee Ballot must allow Members to cast an absentee vote on all nominees. If there are insufficient nominations for the vacancy(ies) on the Board, nominations will be taken from the floor at the annual meeting.

Section 4. Representation among Phases and Lots

Whenever possible, each Phase must be represented on the Board of Trustees by at least one Member. If no one from a particular Phase is willing to serve on the Board, that trustee may be selected from the remaining Members of all the Phases as a "Member at large." No more than one Owner of a single Lot can serve on the Board simultaneously.

Section 5. Removal of a Trustee

Any trustee may be removed from the Board by a simple majority (50% plus one) Vote of the Members at any Member meeting. Written notice of the proposed removal of a trustee must be given to the trustee no less than fourteen (14) days before the meeting at which the removal is to be voted.

Section 6. Replacement of a Trustee

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, loss of eligibility for SLTHA membership, or removal of a trustee shall be filled by appointment by a simple majority (50% plus one) Vote of the Board or of the Members in a special meeting held for that purpose. Such appointee shall serve during the remainder of the term of the former trustee and until his/her successor has been elected.

Section 7. Election and Removal of Officers

At each annual Board of Trustees meeting, the Board shall elect from their number a president, a vice-president, a secretary, and a treasurer, each to serve for one (1) year. The officers shall be elected, and may at any time be removed, by a simple majority (50% plus one) vote of the Board. Officers will have duties as described in Sections 11 through 14 of this Article.

Section 8. Duties of the Board of Trustees

Without limiting the foregoing general powers conferred upon the Board of Trustees, and subject to the same limitations, the Board shall have the following specific duties and responsibilities:

- (a) To oversee and operate, for the benefit of the Members, the community common areas, roadways, stormwater retention ponds, and easements designated on the Properties.
- (b) To file suit, file liens, or bring any legal action whatsoever on behalf of the SLTHA--as authorized by the Members--to protect the interests of the SLTHA.
- (c) To draft an annual budget for the ongoing operation and expenditures of the SLTHA for the purposes described in Article VII, Section 3. This budget is to be approved by a 67% majority Vote of the Members at the annual Member meeting.
- (d) To prepare, or cause to be prepared, financial statements, audits, and/or audit waivers as is consistent with RCW 64.38.045(3).
- (e) To establish and levy dues, any special assessments, and the annual fee structure for dues, based upon the annual budget as described in Article VII, Section 2.
- (f) To conduct and manage the affairs and business of the Corporation, and to ensure that SLTHA rules and regulations are consistent with law, with the Articles of Incorporation, and with the Bylaws.

- (g) To maintain a complete record of all minutes and acts and to present a full statement at the annual Member meeting showing in detail the condition of the affairs of the Corporation. The minutes and records of the SLTHA shall be available for review by any Member within fourteen (14) days after a written request for an appointment to examine such records, as is consistent with the provisions of RCW 64.38.045.
- (h) All trustees of the SLTHA shall be held to a standard of care as outlined in RCW 64.38.025.

Section 9. Board Responsibility and Procedures in Emergencies

In an emergency situation in which external and unforeseen conditions beyond the control of the Board dictate that a rapid decision should be made to protect the interests of Members, the majority of the Board, acting responsibly in the best interests of the SLTHA as required by law, may hold an emergency Board meeting to take actions, or reject taking actions, without the usual twenty (20) days' notice of a special Member meeting to explain the situation to the Members. In addition:

- (a) If time allows, a notice explaining the situation will be sent, emailed or hand-delivered to the Members without the usual twenty (20) days normally required by Article VI, Section 4.
- (b) The Board may declare such an emergency situation by a majority vote, document such declaration in the minutes of the emergency Board meeting, and decide the most prudent way to manage the situation in the best interests of the Members as required by law.
- (c) The Board may, by majority vote, retain an attorney to represent the Members' interest and to provide advice and counsel for any necessary decisions so as to ensure actions that are most likely to be in the best possible interests of Members. A report fully describing the emergency situation, the actions taken to accommodate the situation and the resolution of the situation shall be included in the Board minutes. A summary of the situation prepared by the retained attorney will, if deemed necessary, also be made a permanent part of the Board minutes.

Section 10. Indemnification of Board Members

The SLTHA shall indemnify each current and future trustee and officer of the SLTHA against all expenses that are reasonably incurred by him/her in connection with, arising out of, any action, suit, or proceeding in which he/she may be involved as a trustee or officer of the SLTHA. Such expenses include the amount of judgments and reasonable settlements made with the intent to curtail costs or litigation, but exclude amounts paid to the SLTHA itself. Each trustee and officer shall be entitled without further act on his/her part to such indemnity from the SLTHA for these expenses, and indemnification shall apply whether or not he/she continues to be a trustee or officer at the time the expenses are incurred. Indemnification insurance may be purchased by the Board of Trustees. However, such indemnity shall not include any expenses incurred by a trustee or officer in either of the following:

- (a) In matters to which he/she shall be finally adjudged in any such action, suit, or proceeding to have been intentionally derelict in the performance of his/her duty as such trustee or officer.
- (b) In matters in which the trustee or officer would be otherwise liable because of his/her malfeasance, bad faith, gross negligence, or disregard of his/her duties as trustee or officer.

This right of indemnification shall insure to the benefit of the heirs, executors, or administrators of any deceased or incapacitated trustee or officer and shall be in addition to all other rights to which such trustee or officer may be entitled as a matter of law.

Section 11. Duties of the President

The president shall be the chief executive officer of the SLTHA and shall perform the following duties:

- (a) Preside at all Member meetings and Board meetings.
- (b) Have general charge of the properties and activities of the SLTHA.
- (c) Execute with the secretary in the name of the SLTHA all deeds, bonds, contracts, and other obligations and instruments as authorized by these By-laws.

In addition to all the foregoing, the president shall have such other powers and perform such other specific duties as the Board of Trustees shall assign.

Section 12. Duties of the Vice-President

The vice-president shall be vested with all the powers of, and shall perform all the duties of, the president in the absence or disability of the president. In addition, the vice-president shall have such other and further powers and shall perform such other duties as the Board of Trustees shall assign.

Section 13. Duties of the Secretary

The secretary shall perform the following duties:

- (a) Keep the minutes of all proceedings of Member meetings and Board meetings in books provided for that purpose.
- (b) See to the giving and serving of notices for all Member meetings and Board meetings.
- (c) See to the distribution of Proxy/Absentee Ballots, as necessary, to all Members at least twenty (20) days before Member meetings and Board meetings.
- (d) Execute with the president in the name of the SLTHA all deeds, bonds, contracts, and other obligations and instruments as authorized by these By-laws.
- (e) In general, perform all duties incident to the office of secretary, subject to the control of the Board of Trustees.

In addition to all the foregoing, the secretary shall have such further powers and perform such other and further duties as the Board of Trustees shall assign.

Section 14. Duties of the Treasurer

The treasurer shall perform the following duties:

- (a) Keep, or cause to be kept, full and accurate records and accounts of budget receipts and disbursements in books to be kept for that purpose.
- (b) Receive and deposit, or cause to be received and deposited, all monies and other valuables of the SLTHA as may be directed by the Board of Trustees.
- (c) In general, perform all duties incident to the office of treasurer, subject to the control of the Board of Trustees.
- (d) Arrange to have an audit of the financial records of SLTHA performed bi-annually by either an outside accounting firm competent to perform such an audit, or by members of SLTHA who have sufficient competency with such matters as deemed by the Board, and are not in

any way a relative of the Treasurer. The Treasurer must not be one of the auditors, if done internally amongst SLTHA members, but is required to assist and provide all materials requested to conduct the audit. The results should be presented to the Board, and published at the Annual Members Meeting.

In addition to all the foregoing, the treasurer shall have such further powers and perform such other and further duties as the Board of Trustees shall assign.

ARTICLE V. MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Location of Board Meetings

The location of all Board meetings will be designated by the Board, provided that the location is included in the notice of the meeting and is within reasonable distance of Springer Lake Trails.

Section 2. Schedule of Board Meetings

The Board of Trustees shall hold quarterly Board meetings or meet more frequently as deemed appropriate to competently manage the affairs of the Corporation.

Section 3. Board Voting and Quorum

Each member of the Board of Trustees shall have one vote in matters coming before the Board. Three (3) members of the Board of Trustees shall constitute a quorum for the conduct of the business of the Board of Trustees.

Section 4. Board Meeting Minutes, Notices, and Agendas

Minutes of each Board meeting will be prepared within thirty (30) days after each Board meeting and will include the notice and agenda for the next Board meeting. These minutes, notices, and agendas will be posted on our website within thirty (30) days after the previous Board meeting to all Members. If desired, hard copies of these documents may be requested in writing by any Member or included with any statements for dues and assessments that are scheduled to be sent to Members, so long as the mailing occurs within thirty (30) days after the Board meeting.

Section 5. Bringing an Issue to the Board

Within 30 days after receiving any Board meeting agenda, a Member may submit a written request to the Board to attend the next Board meeting or to add a new issue to that meeting's agenda. The Board will be required to accept such a request and to add all new issues to the agenda for Board consideration and approval. If it deems appropriate, the Board may call a special Member meeting to present an issue for a Vote of the Members.

ARTICLE VI. MEETINGS OF THE MEMBERS

Section 1. Location of Member Meetings

All meetings of the Members shall be held at such place as the Board of Trustees shall designate, provided that the location is included in the notice of the meeting and is within reasonable distance of Springer Lake Trails.

Section 2. Schedule of Member Meetings

Semi-annual Member meetings shall be held at such reasonable place and time as the Board of Trustees shall designate. In compliance with RCW 64.38.035, special Member meetings shall be called as necessary by the Board; Members may request a special Member meeting by contacting a member of the Board.

Section 3. Business of Annual Member Meetings

The agenda for each annual Member meeting shall include:

- (a) A review of the previous year's activities and budget.
- (b) A report on the financial condition of the SLTHA, including financial statements, audits, and/or audit waivers.
- (c) A presentation and vote on the budget for the coming year.
- (d) A presentation and vote of the coming year's dues, frequency, and late charges.
- (e) A vote on any trustees up for election.

Consideration of any other items that have been brought before the Board (or Members) as outlined in Article V, Section 5.

Section 4. Notification of Member Meetings

Written notice of all Member meetings shall be given by the president, secretary, treasurer, or such other person as the Board of Trustees may direct. The notice must state the time, place, and object(s) for which the meeting is called. The notice shall be delivered to All Members of Record either by mail or email to the address as it appears on the books of the Corporation, by notice to the residence, by email to authorized email address, or in person, not less than twenty (20) or more than fifty (50) days before the meeting date. The person giving such notice may make an affidavit setting forth the facts about such notice, and this affidavit shall be read and approved at the Member meeting and shall be conclusive on the question of notice.

Section 5. Waiver of Notification

Any Member who signs a written waiver of notification about any Member or Board meeting shall be deemed to have received notification of the meeting.

Section 6. Presiding Officer

The president, or in his/her absence, the vice-president, shall call the meeting of the Members to order and shall act as presiding officer of the meeting. There must be at least 3 Board members present at such meetings.

Section 7. Voting

All Members in Good Standing may vote at any Member meeting either in person or by Proxy/Absentee/Electronic Ballot, providing the Proxy/Absentee Ballot is in writing and has been received and filed with the secretary or treasurer at least five (5) days before the meeting at which the issue is being voted. Each Proxy/Absentee Ballot shall specifically refer to the meeting for which it is issued. The same Proxy/Absentee Ballot may not be issued for more than one meeting. The Proxy/Absentee Ballot shall be entitled to all rights of the Member to vote during the meeting, but the Proxy/Absentee Ballot shall not be valid after the meeting adjourns.

Section 8. Proposals Requiring Simple Majority Vote of Members

Except for the proposals listed in Sections 9 and 10 of this Article, the vote required to pass any motion put before the Members shall be a simple majority (50% plus one) Vote of the Members at a Member meeting.

Section 9. Proposals Requiring 67% Majority Vote of Members

A 67% majority Vote of the Members at a Member meeting is required to pass the following proposals:

- (a) Each year's budget.
- (b) Proposals that, if approved, will cause special assessments to be levied on the Members.
- (c) Proposals to annex and approve any property adjoining Springer Lake Trails for membership in the SLTHA, as described in Article VIII, Section 2.
- (d) Proposals to purchase, sell, trade, dispose of, or improve any community SLTHA property, as described in Article VIII, Section 3.
- (e) Revisions to these By-laws or any recorded documents other than the covenants, as described in Article IX, Section 1.

Section 10. Proposals Requiring 67% Majority Vote of All Members of Record

A 67% majority vote of All Members of Record is required to pass the following proposals:

- (a) The procedure for amendments to the Protective Covenants shall be as stated in the Covenants.
- (b) Proposals to dissolve the SLTHA as described in Article X-all signatures to approve such a proposal must be notarized.

ARTICLE VII. DUES AND ASSESSMENTS

Section 1. Payment of Dues

SLTHA member dues and any special assessments that are levied by the Board shall be paid by each member, one equal share for each Lot owned, to the SLTHA. Payment shall be made to the corporate office within thirty (30) days after the mailing of any special assessment notice, while member dues are due by the end of each fiscal year. Quarterly assessments will take effect upon recording of ownership.

Section 2. Frequency and Basis of Dues and Assessments

Member dues shall be assessed in quarterly increments, at the start of each quarter. The amount of dues will be based on the annual budget. Additional funds that may be collected as a special assessment (such as in emergency situations) will be based on cost estimates obtained from reputable professionals. All dues and any special assessments will be divided equally among all Lots for collection.

Section 3. Purpose of Dues and Assessments (Basis of Budget Requirements)

As established by each year's budget, membership dues or special assessments may be used to:

- (a) Cover the taxes, insurance, and maintenance of non-road common areas operated by the SLTHA for the benefit of its Members.
- (b) Pay for the maintenance of roads within the community.
- (c) Pay for the operating costs of the SLTHA, including fees for attorneys, accountants, or other professionals.
- (d) Cover the cost of such improvement to the community areas as authorized by the Members.
- (e) Pay for any extraordinary costs, such as lawsuits or legal action brought by the Board on behalf of the SLTHA.

Section 4. Late Charges

Any Member dues or special assessments that are more than thirty (30) days late after the bill was first due shall be assessed a late charge as determined at the first annual Member meeting. Thereafter, and in addition to such late charge, any unpaid membership dues or assessments shall accrue interest at the maximum statutory rate. The late charge and accrued interest will be applied to each regular period for which a due or special assessment was to be paid. All accumulated late charges and accrued interest shall be a part of any lien or payment through a collection agency or attorney as described in Section 5 of this Article.

Section 5. Penalty for Failure to Pay Dues

If a Member fails to pay his/her membership dues or assessments within thirty days (30) after the first late charges are assessed, the SLTHA may file a lien upon the Member's Lot or send the bill to a collection agency or to the SLTHA attorney for collection. The amount due for the lien or payment through a collection agency or attorney will be the total of the unpaid dues or assessments, any accrued interest, and the cost of all expenses, attorney's fees, and costs reasonably incurred in enforcing the lien or hiring a collection agency or attorney. Prior to taking penalty action, the treasurer shall send to the Member, by certified mail, a minimum of two notices of intent to lien or intent to turn the bill over to a collection agency or attorney. If filed, the lien shall be superior to any and all other subsequent liens (except as noted in Section 6 of this Article). If the Member fails to pay the total amount due within four (4) months after a lien is filed, the SLTHA may foreclose on the Lot as provided by law for foreclosure of mortgages upon land. The Member shall be responsible for paying all fees and costs associated with the foreclosure. All revenue generated from late homeowner's dues/assessments or failure to pay homeowner's dues/assessments shall be deemed operating funds and may be used for the general maintenance and operations of the Corporation as the Board deems best.

Section 6. Lien Subordination

Any first or second-mortgage liens that are already in place upon a Lot and recorded in accordance with the laws of the State of Washington shall take precedence over any liens that the SLTHA levies on that Lot at a later date. However, any other liens placed on the Lot after an SLTHA lien has been recorded shall be subordinate to the SLTHA lien.

Section 7. Exemption of Dues

Those members who serve on the Board, will be exempt from paying dues during the time they serve on the Board, in remuneration for their service to the community.

ARTICLE VIII. COMMON SLTHA PROPERTIES & EASEMENTS

Section 1. Ownership of Common SLTHA Properties

Common SLTHA properties including, but not limited to, community real estate, improvements on such real estate, roads, standing timber on community real estate, and equipment to maintain the common properties is owned by the Corporation.

Section 2. Procedure for Annexation of Properties or Phases

Any proposal to add a new Phase to Springer Lake Trails, or to add property outside Springer Lake Trails to an existing Phase within Springer Lake Trails, must first be reviewed and approved by the Board of Trustees. The Board will determine the potential impact on the community and any legal ramifications of the proposal. Should the Board approve such a proposal, the proposal must then be submitted for approval by a 67% majority Vote of the Members and/or at an Annual meeting. If the property being annexed is to be common SLTHA property, the Corporation shall pay all filing fees. If the property being annexed is at the property Owner's request to have his/her Lot permanently join the Properties of Springer Lake Trails and abide by its covenants, the property Owner shall pay all filing fees. Any annexed property will belong to the Phase that it abuts on its longest shared boundary.

Section 3. Member Approval for Purchase, Trade, Sale, or Improvement of Common Properties

Members must be given the opportunity to vote on any action to acquire, trade, dispose of, or improve common SLTHA property or to initiate any community project. These actions and projects include, but are not limited to, any proposed purchase, sale, trade, or other disposition of any community property; any proposed major revisions to any community property; and any upgrading of any community property. Approval requires a 67% majority Vote of the Members at a Member meeting.

Section 4. Distribution of Proceeds from Common Properties

The proceeds from any approved sale or disposition of common property or the remainder of funds from any special assessment shall not be commingled with operating funds. The Members may vote either (1) to dedicate all or a portion of the proceeds as a special assessment for a specific purpose, or (2) to distribute the proceeds (or remainder thereof) equally among all Members, one share for each Lot owned. Such reimbursed proceeds shall be paid by check on a pro rata basis to each Member of record except in any instance where a Member is in arrears to the SLTHA. The pro rata funds due to a Member in arrears to the SLTHA will be credited first to that Member's SLTHA account, and then any amount left over shall be paid by check to that Member.

Section 5. Parking on Easements within the SLTHA

Definition: Within this section a motor vehicle is defined as including but not limited to any automobile, truck, motorcycle, construction equipment, motor home (RV), trailer or other mobile vehicle.

The easements are defined within the records and plats maps on file and maintained by Thurston County, and include, but are not limited to the roads and shoulders (collectively "roadways") within the Association.

Parking will only be allowed on one side of the roadway to ensure that there is a lane for emergency vehicles. Parking by any motor vehicle will only be allowed for a period of seventy-two (72) hours. If said motor vehicle cannot be removed within the allotted time, the owner or association member must contact the Board of Trustees and request up to a thirty (30) day extension. The Board of Trustees may upon just cause grant up to a one thirty (30)

day extension. At the end of the thirty (30) day extension, the motor vehicle must be removed from the easement.

If the owner of the motor vehicle moves the motor vehicle within the same area, it will not be considered a new parking event.

If the owner refuses or is unable to remove the motor vehicle from the roadway, the Board may declare the vehicle as abandoned and have said motor vehicle removed at the owner's expense.

Homeowners and guests will not park within fifty (50) feet of an intersection.

Section 6. Roadside, Shoulders, Clearance, Visibility, Access, and Maintenance

Roadside: Roadside will be defined as the edge of the paved roadway.

Shoulder of the Roadway: The Shoulder of the roadway is defined as the area between the edges of the road pavement to the boundary of the roadway easement.

Roadside Clearance & Visibility: Clearance and Visibility will be defined as the minimum unobstructed distance necessary from the edge of the roadside to assure roadway access and visibility for safe driving, and for safety in situations warranting walking on the shoulder of the road.

Access: The Board or its agents have the right to access the shoulder of the roadway and perform such maintenance the Board deems necessary to maintain the roadway and the shoulder of the roadway.

Maintenance: Maintenance of the shoulder of the roadway is the requirement of the property owner to ensure the shoulder has acceptable roadside clearance and visibility, including but not limited to being free of trees, underbrush and such objects that hinder visibility along the roadway. Homeowners must clear obstacles including vegetation to a minimum of three feet of clearance from the edge of the roadside.

The property owner is also required to maintain the water runoff ditches located within the shoulder of the roadway. If the property owner refuses to maintain the shoulder or is unable to perform the maintenance, the Board has the authority to maintain the shoulder and bill the property owner the cost of such maintenance. Such maintenance will only be performed after appropriate "Notice of Required Maintenance" is delivered to the property owner.

Section 7. Records of Property Ownership

A detailed record of any activities described in this Article shall be included in the permanent records of the SLTHA.

Section 8. Easements on SLTHA Properties

Members are barred from granting easements or licenses (collectively easements) to non-members (except for legitimate development purposes, such as to utility company) without the approval of a 67% majority Vote of Members at an Annual or Special meeting called for such purposes. Any such easement granted without SLTHA approval is deemed in violation of the rules of SLTHA. Use of the private roads of SLTHA is the right of owners of lots in SLTHA; the use is exclusively for owners and their invitees and guests.

Owners shall not provide access through their lot(s) to non-owners to the private roads of SLTHA.

Owners shall not provide the access code to the gate entering SLTHA to non-owners who have no legitimate right to use SLTHA roads without first seeking and obtaining approval from the Board. Approval may be revoked for abuse, i.e., providing the access code to non-owners who have no legitimate right to use SLTHA roads.

Owners shall not provide access to the private roads of SLTHA as a shortcut to any other road.

Violation of these easement rules shall make the violating lot owner subject to fines, after proper notice has been executed of such violation. If the fines are not paid by the time period specified, the fines shall be subject to the actions described in Article VII, Sections 4 and 5 of these Bylaws.

ARTICLE IX. AMENDMENTS TO RECORDED DOCUMENTS

Section 1. Amendments to By-laws

These By-laws may be amended at any time by the affirmative vote of a 67% majority Vote of Members at an annual Member meeting, or at a special Member meeting called for such purpose. Written notice must be given to the Members of such proposed change or changes to the By-laws.

Section 2. Amendments to Covenants

The procedure for amendments to the Protective Covenants shall be as stated in the Covenants.

ARTICLE X. DISSOLUTION OF THE SLTHA

Section 1. Withdrawal from SLTHA

Neither a single Member, a group of Members, nor all Members in a Phase may withdraw their properties from the SLTHA under any circumstances. Any attempt to add provisions to allow for the withdrawal of a Phase, Lot, or group of Lots, or any attempt to circumvent this requirement by attempting to totally eliminate or delete the SLTHA's restrictive covenants, would be in conflict with these By-laws. Any such attempt is hereby prohibited under these By-laws.

Section 2. Approval of SLTHA Dissolution

Dissolution of the Corporation requires the notarized signatures of at least 67% of ALL Members of Record to approve a document proposing such dissolution. Such proposal for dissolution can relate only to dissolution of the entire SLTHA including all of its Phases.

Section 3. Distribution of SLTHA Assets upon Dissolution

In the event of the dissolution of the Corporation, all proceeds from the sale of common SLTHA properties and other SLTHA assets shall be divided equally among All Members of Record on a pro rata basis, one share for each Lot owned, but only after any pro rata liabilities and outstanding assessments pertaining to those properties and assets have been paid in full. An audited copy of the full accounting for all SLTHA debts due and paid, all assets, and all asset sales shall be provided to each Member. Each Member's pro rata proportion of the proceeds shall be paid by check except in any instance where a Member is in arrears to the SLTHA. The pro rata funds due to a Member in arrears to the SLTHA will be credited first to that Member's SLTHA account, and then any amount left over shall be paid by check to that Member. In the event of dissolution, only licensed disinterested-party professionals shall be contracted to dispose of all community properties and to provide the audited copies of the sales and disposition of assets.

ARTICLE XI. SEVERABILITY CLAUSE

Severability: Should any part of these bylaws be held by any court to be invalid, the other parts should not be invalidated thereby.

ARTICLE XII. CORPORATE SEAL

The Seal of the Corporation shall be round and shall contain the words "Springer Lake Trails Homeowners Association" and the words "Corporate Seal Washington 2000" in the form and style as affixed in these By-laws by the impression of said Corporate Seal. Any documents relating to SLTHA, Inc., or any of its phases, after approval by the Board of Trustees, must have the Corporate Seal impressed by the SLTHA secretary to be legally recorded in county records.

ARTICLE XIII. DATE OF ADOPTION

These By-laws are duly adopted by the Corporation and the Corporate Seal thereof affixed on the 27th day of July 2001.

Julie Gann
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Michael Polodna
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-laws were amended by the SLTHA on the 17th day of January 2002.

Julie Gann
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Audrey Thompson
SECRETARY of SPRINGER LAKE TRAILS

These By-laws were amended by the SLTHA on the 31st day of January 2007.

Valerie Gow
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Don Zimmer
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-Laws were amended by the SLTHA on the 10th day of March 2011.

Mark Haddock
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Valerie Gow
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-laws were amended by the SLTHA on the 15th day of March 2012.

Mark Haddock
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Sue Huss
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-laws were amended by the SLTHA on the 20th day of September 2012.

Mark Haddock
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Sue Huss
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-laws were amended by the SLTHA on the 19th day of September 2013.

Karen Reddick
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Sue Huss
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-laws were amended by the SLTHA on the 8th day of October 2019.

Jenny Regalado
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Jeff Wilson
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

These By-laws were amended by the SLTHA on the 29th day of October 2020.

Karen Reddick
PRESIDENT of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Kevin Leneker
SECRETARY of SPRINGER LAKE TRAILS
HOMEOWNERS ASSOCIATION, INC.

Every effort has been made to ensure that all rules outlined in these By-laws abide by the laws of the State of Washington. If any part of these By-laws violates current law, only the part that is in violation will be considered invalid. All other sections of the By-laws will be considered legal and will remain in effect.