

**ARTICLES OF INCORPORATION
OF
KIDDER WAY HOMEOWNERS ASSOCIATION**

The undersigned, acting as incorporator of a corporation under the Washington Nonprofit Corporation Act (Ch. 24.03A RCW), adopts the following Articles of Incorporation for the corporation.

**ARTICLE 1.
NAME**

The name of this corporation is KIDDER WAY HOMEOWNERS ASSOCIATION (“*Association*”).

**ARTICLE 2.
DURATION**

The duration of this Association is perpetual.

**ARTICLE 3.
PURPOSES**

This Association is organized as a non-charitable nonprofit to provide an entity pursuant to the Washington Uniform Common Interest Ownership Act, Ch. 64.90 RCW, hereinafter referred to as “*WUCIOA*,” for the operation of Kidder Way Condominium located in San Juan County, Washington, and to engage in all such activities as are incidental or conducive to the attainment of the objectives of the Association and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this Association. The powers of this Association shall be subject to and shall be exercised in accordance with WUCIOA and the provisions of the Condominium Declaration for Kidder Way Condominium, as it may from time to time be amended, hereinafter referred to as the “*Declaration*.”

**ARTICLE 4.
GROSS REVENUE**

The gross revenue of the Association was less than \$500,000 in the most recent fiscal year, and shall remain less than that amount in perpetuity.

**ARTICLE 5.
DISSOLUTION**

Upon dissolution or final liquidation of the Association, the assets of the Association shall be distributed among the members of the Association in accordance with WUCIOA and the Declaration.

**ARTICLE 6.
MEMBERS**

The Association shall have two class of members, which shall consist of (i) the homeowners of the units at Kidder Way Condominium, and (ii) OPAL Community Land Trust, which shall retain the fee interest in the land under all units and ground lease such fee interest in each unit to the applicable homeowner. The rights, privileges, and obligations of the members are set forth in WUCIOA, the Declaration, and the Bylaws of the Association.

**ARTICLE 7.
REGISTERED OFFICE AND AGENT**

The principal office street address and principal office mailing address for the Association is 286 Enchanted Forest Rd APT B101, Eastsound, WA 98245.

The name of the initial registered agent of the Association is OPAL Community Land Trust, a Washington limited liability company. The address of the initial registered office of the Association is 286 Enchanted Forest Rd APT B101, Eastsound, WA 98245.

**ARTICLE 8.
DIRECTORS**

The number of directors of this Association shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. The initial Board of Directors shall consist of one (1) director. The name and address of the initial director is as follows:

Elisabeth C. Byers	286 Enchanted Forest Rd APT B101 Eastsound, WA 98245
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**ARTICLE 9.
LIMITATION OF LIABILITY**

A director of the Association shall not be personally liable to the Association or its members for monetary damages for conduct as a director, except for liability of the director (a) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (b) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (c) for conduct violating RCW 23B.08.310.

Any repeal or modification of this Article by the directors or members of the Association shall not adversely affect any right or protection of any individual who is or was a director of the Association which existed at the time of such repeal or modification.

**ARTICLE 10.
INDEMNIFICATION**

The Association shall indemnify any individual made a party to a proceeding because that individual is or was a director or officer of the Association to the extent provided in RCW 23B.17.030.

Any indemnification provided under this Article shall, unless limited by the terms of the undertaking to indemnify, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, and administrators.

Any repeal or modification of this Article by the directors or members of the Association shall not adversely affect any right or protection of any individual who is or was a director or officer of the Association existing at the time of such repeal or modification.

**ARTICLE 11.
AMENDMENT**

Any amendment to these Articles of Incorporation shall require the approval of not less than sixty-seven percent (67%) of the votes of the members of the Association and such other approvals as may be required in the Declaration.

**ARTICLE 12.
INCORPORATOR**

The name and address of the incorporator is Elisabeth C. Byers, 286 Enchanted Forest Rd APT B101, Eastsound, WA 98245.

EXECUTED ^{6/2/2025} as of June _____, 2025.

Signed by:

Elisabeth C. Byers

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ELISABETH C. BYERS

**CONSENT TO APPOINTMENT AS REGISTERED AGENT
OF
KIDDER WAY HOMEOWNERS ASSOCIATION**

OPAL Community Land Trust, a Washington nonprofit corporation, hereby consents to serve as Registered Agent in the State of Washington for KIDDER WAY HOMEOWNERS ASSOCIATION, and understands that, as agent for the Association, it will be responsible to receive service of process in the name of the Association; to forward all mail to the Association; and to immediately notify the office of the Secretary of State in the event of resignation, or of any changes in the registered office address of the Association.

DATED ^{6/2/2025} as of June ____, 2025.

OPAL Community Land Trust,
a Washington nonprofit corporation

Signed by:

By: Elisabeth C. Byers

Name: Elisabeth C. Byers

Its: Executive Director

Address of Registered Agent:

286 Enchanted Forest Rd APT B101
Eastsound, WA 98245

EXHIBIT D
ASSOCIATION BYLAWS

**BYLAWS
OF
KIDDER WAY HOMEOWNERS ASSOCIATION
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**BYLAWS
OF
KIDDER WAY HOMEOWNERS ASSOCIATION**

**ARTICLE 1.
GENERAL ASSOCIATION INFORMATION**

- 1.1. Name.** The name of the corporation is Kidder Way Homeowners Association, a Washington nonprofit corporation (the “*Association*”).
- 1.2. Principal Office.** The principal office of the Association shall be located in San Juan County, Washington.
- 1.3. Definitions.** The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Condominium Declaration dated _____, 2025 and recorded under San Juan County Recording No. _____ as it may be amended (the “*Declaration*”), unless the context indicates otherwise.
- 1.4. Washington Uniform Common Interest Ownership Act.** This Association is formed as a nonprofit corporation under the Washington Nonprofit Corporation Act (Ch. 24.03A RCW) and the Washington Uniform Common Interest Ownership Act (Ch. 64.90 RCW) (“*WUCIOA*”). In the case of conflict between the Washington Nonprofit Corporation Act and WUCIOA, WUCIOA shall control.
- 1.5. Purpose.** These Bylaws provide for operation of Kidder Way Condominium, a condominium located in the unincorporated community of Eastsound, San Juan County Washington, created pursuant to WUCIOA. They apply to the entire Condominium, each Unit therein, and all Common Elements. Each CLT Member Owner and OPAL automatically, by virtue of such ownership, becomes a member of the Association.
- 1.6. Type of Community.** Kidder Way Condominium is a Condominium. The Condominium is comprised of what are commonly referred to as “air space units,” which are or will be improved with single-family homes.

**ARTICLE 2.
MEMBERSHIP; VOTING; REGISTER**

- 2.1. Membership.** The Owners of Units in the Condominium shall constitute the Association. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Association. Each Owner (including OPAL) shall be a member of the Association, as set forth in the Declaration and expressly subject to the OPAL Class’s

Voting Interest being limited to Major Decisions. CLT Member Owners of a Unit as joint tenants, tenants in common, or community property shall be joint members of the Association, but the sum total of their vote shall not exceed the voting power allocated to the Units owned.

2.2. Number of Votes. Except for the OPAL Class that is only entitled to vote on Major Decisions, each Owner is entitled to the Voting Interest set forth in the Declaration for each Unit owned by that Owner, so that the Owner's total Voting Interest is the aggregate Voting Interest allocated to all of that Owner's Units. For the avoidance of doubt, each CLT Member Owner is entitled to the Voting Interest for its interest in each Unit that it owns and the OPAL Class is only entitled to their Voting Interest on Major Decisions.

2.3. Voting by Multiple Owners. If only one of the multiple Owners of an interest in a Unit is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that interest in such Unit. If more than one of the multiple Owners is present, the votes allocated to that interest in such Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that interest in the Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the interest in such Unit. For the avoidance of doubt, this Section does not apply to the OPAL Class and strictly applies to a CLT Member Owner's ownership of a Home.

2.4. Voting Representative. An Owner may, by written notice to the Board, designate a voting representative for the Unit. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a Unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Unit, except in cases in which the person designated is a Mortgagee of the Unit. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact of Owner under a durable power of attorney, or the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Unit shall be the group composed of all of its Owners. If a Unit is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community.

2.5. Voting by Proxy; Pledged Votes to Mortgagee. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one person, each Owner of a Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates 11 months after its date of issuance. An Owner may, but shall not be obligated to, pledge his or her vote on all issues or on specific issues to a Mortgagee. If

an Owner is in default under a first Mortgage on the Unit for one year or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

2.6. Voting by Absentee Ballot. Votes allocated to a Unit may be cast pursuant to an absentee ballot duly executed by an Owner if: (a) the name of each candidate and the text of each proposal to be voted upon are set forth in a writing accompanying or contained in the notice of meeting; and (b) a ballot is provided by the Association for such purpose. The Association must be able to verify that the ballot is cast by the Owner having the right to do so.

2.7. Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified, and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of the minor's estate, through a parent having custody of the minor.

2.8. Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Persons who purchase an interest in a Unit shall promptly inform the Board of their interest. Persons who claim to be members of the Association shall, upon request, furnish the Board with copies of any documents under which they assert ownership of a Unit or any interest therein, and any Mortgages thereon.

2.9. Major Decisions. Notwithstanding anything to the contrary in these Bylaws, the OPAL Class shall not have a Voting Interest unless the business to be conducted at such meeting involves a Major Decision, as reasonably determined by the OPAL Class.

ARTICLE 3. MEETINGS OF MEMBERS

3.1. Place. Meetings of the members of the Association shall be held at such suitable place as may be convenient to the Owners and designated by the Board.

3.2. Annual Meeting. The annual meeting of the Association shall be held in the first quarter of each fiscal year on a date fixed by the Board. At such annual meeting the Owners shall elect members to the Board or fill vacancies therein, and transact such other business as shall properly come before the meeting.

3.3. Budget Meeting. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a copy of the budget to all of the members and set a date for a meeting of the members to consider ratification of the budget. Unless at the meeting members holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice for the meeting is not

given, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

3.4. Special Meetings. A special meeting of the Association may be called by the President, by a majority of the Board or upon the written request of a majority of the Board, or upon the written request of Owners having not less than 20% of the votes in the Association. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by each of the Owners present either in person or by proxy.

3.5. Notice of Meetings. Written or printed notice stating the time, date, and place of any meeting of the members shall be delivered in accordance with Section 9.2 to each member of the Association, including the OPAL Class, and to each Eligible Mortgagee, if required by the Declaration, not less than 14 nor more than 50 days before the date of such meeting. The notice shall also state the items on the agenda, including (a) the text of any proposed amendment to the Declaration or Bylaws, (b) changes in the previously approved budget that result in a change in Assessment obligations, (c) any proposal to remove a director or officer, and (d) any proposed Major Decisions. The minimum time to provide notice may be reduced or waived for a meeting called to deal with an emergency. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by such member of timely and adequate notice unless the member expressly challenges the notice when the meeting begins.

3.6. Quorum. A quorum is present at any meeting of the members of the Association if persons entitled to cast more than 50% of the total voting power: (a) are present in person or by proxy at the beginning of the meeting; (b) have voted by absentee ballot; or (c) are present by a combination of (a) or (b). The OPAL Class shall not be considered for purposes of a sufficient quorum, unless the business to be conducted at such meeting involves a Major Decision, as reasonably determined by the OPAL Class.

3.7. Adjournment of Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

3.8. Majority Vote. Except as otherwise provided by WUCIOA, the Declaration, or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present shall require the affirmative vote of more than 50% of the votes present.

3.9. Voting without a Meeting. The Board may conduct a vote without a meeting of Unit Owners provided that such vote is conducted in accordance with the requirements set forth in RCW 64.90.455(6).

3.10. Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with on motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspectors of election;
- (g) Election of directors (annual meeting or special meeting called for such purpose);
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

3.11. Opportunity to Comment. Members must be given a reasonable opportunity at any meeting of members to comment regarding any matter affecting the Condominium or the Association.

3.12. Participation by Conferencing Process. One or more members may participate in and vote during any regular or special meeting of the members by means of telephone, video, or other conferencing process if: (a) the meeting notice states the conference process to be used and provides information explaining how members may participate in the conference directly or by meeting at a central location or conference connection; and (b) the process provides all members the opportunity to hear or perceive the discussion and to comment as required under Section 3.11. Those members so participating shall be present at such meeting for purposes of quorum.

ARTICLE 4. BOARD OF DIRECTORS

4.1. Number, Term, and Qualifications. The affairs of the Association shall be initially governed by a Board of one director. Until the Transition Date, OPAL (as declarant) shall appoint and remove the directors pursuant to the Declaration, subject to the right of Owners to elect a director or directors, as provided in the Declaration. Directors elected by OPAL (as declarant) need not be Owners. Within 30 days after the Transition Date, OPAL (as declarant) or the Board must schedule the Transition Meeting, which is a special meeting of Owners to appoint a Board of three directors to serve until the first day of the calendar month following the date of adjournment of the first annual meeting. OPAL, as an Owner, shall be entitled to appoint a non-voting, ex officio member of the Board who shall be entitled to notice of, and to attend, all meetings of the Board. The number of directors may be increased from time to time, by amendment of

these Bylaws, provided that OPAL has the right to appoint one non-voting, ex officio member of the Board and provided further that no decrease in number shall have the effect of shortening the term of any incumbent director.

The directors appointed by Owners after the Transition Date shall be members of the Association. Any of the following may be appointed to the Board as a director if an entity is a member of the Association: any officer, director or employee of a corporation; any partner or employee of a partnership; any member or employee of a limited liability company; or any trustee or beneficiary of a trust. Notwithstanding the foregoing, after the Transition Date, OPAL shall not serve as a director on the Board.

Directors shall take office at the conclusion of the meeting at which they are appointed.

4.2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in WUCIOA and the Governing Documents, and may do all such acts and things as are not prohibited by law or by the Declaration required to be done in another manner.

4.3. Vacancies. Vacancies on the Board shall be filled by the member whose director vacated the Board. Each person so selected shall be a director until a successor is appointed at the next annual meeting of the Association to serve the balance of the unexpired term.

4.4. Removal of Directors and Officers

(a) At any regular or special meeting after the Transition Date at which quorum is present, any one or more of the directors or officers may be removed, with or without cause, but excluding OPAL's designated ex officio member of the Board, if the number of votes in favor of removal cast by members entitled to vote for election of the director or officer to be removed is at least the lesser of (a) a majority of the votes in the Association held by such members or (b) two-thirds of the votes cast by such members at the meeting as long as the subject of the removal of directors and officers was listed in the notice of the meeting. Any director or officer whose removal has been proposed shall be given an opportunity to be heard at the meeting. At any meeting at which a director or officer is removed, the members entitled to vote for the director or officer may immediately elect a successor board member or officer.

(b) The Board may, without a member vote, remove from the board a director or officer elected by the members if (a) the director or officer is more than 60 days delinquent in the payment of Assessments and (b) the director or officer has not cured the delinquency within 30 days after receiving notice of the Board's intent to remove the director or officer. Unless provided otherwise by the Governing Documents, the Board may remove an officer elected by the Board at any time, with or without cause. The removal must be recorded in the minutes of the next Board meeting.

4.5. Compensation. No compensation shall be paid to directors for their services as directors.

4.6. Standard of Care. In the performance of their duties, the directors and officers of the Association must exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under the Washington Nonprofit Act (Ch. 24.03A RCW). More specifically, each officer and director shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the officer or director believes to be in the best interests of the Association.

ARTICLE 5. Meetings of the Board

5.1. Organizational Meeting. The first meeting of the newly elected Board after the Transition Date shall be held within 30 days of election at a place to be fixed by the directors at the meeting at which the directors were elected, and no notice shall be necessary to the newly elected directors in order legally to call the meeting, providing a majority of the whole Board shall be present at the meeting.

5.2. Meetings. Prior to the Transition Date, the Board must meet at least four times per year and at least one of those meetings must be held at Kidder Way Condominium or another place convenient to Kidder Way Condominium. After the Transition Date, all meetings of the Board must be held at Kidder Way Condominium or another place convenient to Kidder Way Condominium.

5.3. Notice. Unless a schedule of the meetings of the Board is given to the Unit Owners or the meeting is called to deal with an emergency, the Secretary or other officer specified in the Governing Documents must provide notice of each meeting of the Board to each director and the Unit Owners. Notice must be given at least 14 days before the meeting and must state the time, date, place, and agenda of the meeting. If any materials are distributed to the Board before the meeting, the Board must also make such materials reasonably available to Unit Owners, except for unapproved minutes or materials to be considered in an executive session.

5.4. Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by the director of timely and adequate notice unless he or she expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

5.5. Quorum. At all meetings of the Board, a majority of the directors entitled to cast votes shall constitute a quorum for the transaction of business, and the majority of the directors present at a meeting at which a quorum is present shall be an act of the Board.

5.6. Open Meetings. Any Owner or voting representative may attend any meeting of the Board or committee authorized to act for the Board, except during executive sessions, which are permitted only for the purposes set forth in RCW 64.90.445(2)(b). The Board may expel or prohibit attendance by any person, who, after warning by the chair of the meeting, disrupts the meeting. Executive sessions may only be held during a regular or special meeting of the Board or Board committee. A final vote or action may not be taken during an executive session.

5.7. Opportunity to Comment. Members must be given a reasonable opportunity at any meeting of the Board to comment regarding any matter affecting Kidder Way Condominium or the Association.

5.8. Presumption of Assent. A director of the Association present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent is entered in the minutes of the meeting or unless the director files a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or unless the director forwards such dissent by certified or registered mail to the Secretary of the Association immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

5.9. Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action to be taken is signed by each of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting. After the Transition Date, the Board may act by unanimous consent only to undertake ministerial actions, actions subject to ratification by the Unit Owners, or to implement actions previously taken at a meeting of the Board.

5.10. Telephonic Participation in Meetings. Fewer than all the members of the Board or any committee designated by the Board may participate in a regular or special meeting by, or conduct a meeting through, the use of any means of communication by which all persons participating in the meeting (including Unit Owners) can hear each other during the meeting. Participation in a meeting by these means shall constitute presence in person at such meeting.

5.11. Participation by Conferencing Process. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone, video, or other conferencing process if: (a) the meeting notice states the conference process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and (b) the process provides all Unit Owners the opportunity to hear or perceive the discussion and to comment as required under Section 5.7.

ARTICLE 6. OFFICERS

6.1. Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board. The directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

6.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. They shall hold office at the pleasure of the Board.

6.3. Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

6.4. President. The President shall be the principal executive officer of the Association and, subject to the Board's authorization and control, shall supervise all of the business and affairs of the Association. When present, the President shall preside over all members' meetings and over all Board meetings. With the Secretary or other officer of the Association authorized by the Board, the President may prepare, execute, certify, and record amendments to the Association's governing documents, and sign deeds, easements, licenses, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6.5. Vice President. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

6.6. Secretary. The Secretary shall: (a) keep the minutes of members' and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Association; (d) keep a register of the post office address of each member as furnished to the Secretary by each member; (e) have general charge of the membership books of the Association; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

6.7. Treasurer. The Treasurer shall have primary responsibility for oversight of all financial matters for the Association, including preparation of the budget as provided for in the Declaration, preparing and delivering the annual financial report, and insuring that the financial records of the Association have been maintained properly and in accordance with good accounting practices. The Treasurer may delegate all or part of the preparation and notification duties to a finance committee, a management agent, or both.

6.8. Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

6.9. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

6.10. Compensation. The Board may pay reasonable compensation to any officer or Owner who performs substantial services for the Condominium in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of it (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association, and such decision may be reversed by the members of the Association at a meeting duly called and held within 60 days after the notice of the decision was given.

ARTICLE 7. COMMITTEES

Except for committees appointed by OPAL pursuant to OPAL's Special Declarant Rights as declarant, all committees of the Association must be appointed by the Board. Committees authorized to exercise any power reserved to the Board must include at least two Board members who have exclusive voting power for that committee. Committees that are not so composed may not exercise the authority of the Board and are advisory only. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Condominium.

ARTICLE 8. HANDLING OF FUNDS

8.1. Accounts. The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Condominium. Oversight of these funds shall be the responsibility of the Treasurer of the Association. There shall be at least the separate funds described in Sections 8.2 and 8.3.

8.2. Operating Fund. The Association shall establish one or more checking accounts to be known as the "Operating Fund." The Operating Fund will be used for the normal operation of the Association and will receive all monthly Assessments for

Common Expenses, first purchasers' initial contributions to the fund, and other monies received by the Association. Checks shall be issued from this account for all management and operational expenditures necessary for the Condominium and maintenance expenses of a routine or minor nature that do not require resort to the Reserve Fund.

8.3. Reserve Funds. The Association shall maintain a banking account known as the "Reserve Fund for Common Elements." The Treasurer shall deposit or cause to be deposited into the Reserve Fund for Common Elements amounts reasonably anticipated to be required for the periodic maintenance, repair, and replacement of the Common Elements and Limited Common Elements as required by the Declaration to be performed by the Association. Withdrawals from the Reserve Fund for Common Elements are subject to RCW 64.90.540.

8.4. Combination and Deposit or Investment of Funds. All funds of the Association shall be kept in accounts at a financial institution whose deposits are insured by the United States federal government. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any manager of the Association, or any other person, or be kept in any trust account or custodial account in the name of any trustee or custodian. The reserve funds may be combined in one or more savings accounts, certificates of deposit, or other accounts or deposits. Withdrawals of reserve funds from such account shall require the signature of at least two persons who are officers or directors of the Association.

8.5. Reconciliation of Actual Expenses to Assessments. The Association shall maintain accounts and records, and reconcile its accounts, in accordance with the Declaration.

ARTICLE 9. MISCELLANEOUS

9.1. Books and Records. The Board shall keep Association records in accordance with RCW 64.90.495, including, but not limited to, complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles; minutes of all meetings of Unit Owners and the Board; actions taken by Unit Owners or the Board without a meeting; the names and addresses of current Unit Owners, and the number of votes allocated to each Unit; etc. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

9.2. Notices. Notice to the Association, Board, or any Unit Owner or occupant of a Unit under WUCIOA must be provided in the form of a record.

(a) *Tangible Medium.* Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice.

(i) Notice in a tangible medium to the Association or to a committee may be addressed to the Association's registered agent at its registered office, to the Association at its principal office shown in its most recent annual report or provided by notice to the Unit Owners, or to the President or Secretary of the Association at the address shown in the Association's most recent annual report or provided by notice to the Unit Owners.

(ii) Notice in a tangible medium to a Unit Owner or occupant must be addressed to the Unit address unless the Unit Owner has requested in writing delivered to the Association that notices be sent to an alternate address or by other method allowed by law and the Governing Documents.

(b) *Electronic Transmission.*

(i) Notice to Unit Owners or directors by electronic transmission is effective only for Unit Owners and directors who have provided the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of WUCIOA and applicable law. Providing such information shall be deemed consent to receive notices by electronic transmission.

(ii) Notice to Unit Owners or directors under this subsection includes material that WUCIOA or the Governing Documents requires or permits to accompany the notice.

(iii) A Unit Owner or director who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association, in writing.

(iv) The consent of any Unit Owner or director is revoked if the Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the Secretary of the Association or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

(v) Notice to Unit Owners or directors who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Unit Owner or director a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(vi) Notice to an Association in an electronic transmission is effective only with respect to an Association that has designated in a record an address, location, or system to which the notices may be electronically transmitted.

(c) *Alternative Methods.* Notice may be given by any other method reasonably calculated to provide notice to the recipient.

(d) *Effectiveness.* Notice is effective as follows:

(i) Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

(ii) Notice provided in an electronic transmission is effective as of the date it: (A) is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or (B) has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

(e) *Failure to Deliver.* The ineffectiveness of a good-faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

9.3. Amendments. The requirements and procedure for amendments to the Bylaws are set forth in the Declaration.

The foregoing Bylaws were adopted by the Board of Directors of the Association by and pursuant to a Consent in Lieu of Organizational Meeting of Board of Directors executed concurrently herewith and dated as of _____, 202__.

By: _____
Print name: [Secretary]
Title: Secretary

EXHIBIT E
ASSOCIATION BUDGET

EXHIBIT F
RESERVE STUDY

TO BE SENT ONCE FINALIZED

EXHIBIT G

HOME BUILDER'S LIMITED WARRANTY

TO BE SENT ONCE FINALIZED

EXHIBIT H

SOME THINGS YOU SHOULD KNOW ABOUT COMMUNITY LAND TRUSTS AND COMMON INTEREST COMMUNITIES

COMMUNITY LAND TRUST STRUCTURE

Community Land Trusts. A community land trust (CLT) is a private, nonprofit organization that acquires land for the benefit of a community by providing affordable housing for community residents. Under a traditional CLT structure, community residents own their homes and any improvements made to their homes and they lease the land beneath their home from a CLT, such as OPAL Community Land Trust (“OPAL”), through a process called “ground-leasing”. Ground leases within a CLT typically last for 99 years and are inheritable, thus allowing homeowners to transfer their homes to their children, spouse, or partner.

CLTs preserve the long-term affordability of housing within the community by controlling the resale price of homes within the community, while still providing homeowners with fair compensation for their investment. In this way, OPAL preserves the community’s investment of public and private resources and makes each home within the CLT permanently affordable.

The Kidder Way Condominium CLT Structure.

All homeowners within the community will be members of an Association that will work together for the betterment of the community.

COMMON INTEREST COMMUNITY- OWNERSHIP AND MAINTENANCE

What You Own. You have purchased a Unit in a common interest community with the boundaries shown on the Map. Your Unit includes your Home and anything else located within those boundaries, subject to the Ground Lease.

Maintenance. Homeowners are responsible for maintaining the exterior of their Homes and the landscaped areas within their Units, if any. Homeowners are also responsible for maintaining the interior of their Homes.

The Association is responsible for maintaining Common Elements, which includes the parking area.

Remodeling and Exterior Modifications. Homeowners do not need to consult with the Association before remodeling the interior of their Home. Exterior modifications for all Homes may be permitted, but subject to the Declaration and any rules that the Association adopts. All modifications to Units are subject to the Ground Lease’s restrictions.

COMMON INTEREST COMMUNITY- FINANCIAL MATTERS

Insurance. The Association has obtained insurance for the community as described in Section X of the Public Offering Statement. Homeowners should review the Association's insurance policy and consult with their insurance advisors to fully understand the coverage provided by the Association's insurance, as additional insurance may be necessary.

Assessments. All homeowners must pay a monthly assessment fee to pay the normal operating expenses of the community. As these costs increase, so will each homeowner's assessment fee. Please see the Budget included in the Public Offering Statement for details of the expenses paid by your assessment fee.

Reserves. OPAL will establish and maintain a reserve fund for future repairs and replacement of major community components. Maintaining a healthy reserve account helps CLT communities avoid potentially large special assessments in the future.

Budget. The Board of Directors will prepare a budget for the Association every year. Homeowners have the right to ratify that budget annually.

COMMON INTEREST COMMUNITY- COMMUNITY GOVERNANCE INFORMATION

The Association. Everyone who owns a Unit in the community automatically becomes a member of the Association. The initial, one-member Board of Directors is appointed by OPAL (as declarant of the community) who can increase the size of the Board until homeowners assume control of the Association at a transition meeting. The initial Director of the Board is Elisabeth C. Byers. Upon assuming control of the Association, homeowners vote to establish the Board of the Association and can even run to be elected as directors of the Board themselves.