

BYLAWS
OF
LEA HILL VILLAGE HOME OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION:

The name of the corporation is LEA HILL VILLAGE HOME OWNERS ASSOCIATION, hereinafter referred to as the Association. The principal office of the corporation shall be located at Auburn, Washington, but meetings of Members may be held at such places within the state of Washington, County of King, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS:

Section 1. "Association" shall mean and refer to LEA HILL VILLAGE HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds a Membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to the developer, his successors and assigns of such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the King County Auditor, King County, Washington.

Section 9. "Assessment" shall mean and refer to; the charge that the individual property owner shall be obligated to pay to the Association because of owning real property described in the Declaration of Covenants, Conditions, and Restrictions.

Section 10. "Governing documents" shall mean and refer to the Articles of Incorporation, By-Laws, Plat, Declaration of Covenants, Conditions, and Restrictions, Rules & Regulations of the Association, or other written instrument by which the Association has the authority to exercise any of the powers to manage, maintain, or otherwise affect the property under its jurisdiction.

Section 11. "Board of Trustees" or "board" shall mean and refer to the body with primary authority to manage the affairs of the Association.

ARTICLE III

MEMBERSHIP:

Section 1. MEMBERSHIP: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit which is subject by Covenants of record to Assessments by the Association including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Unit which is subject to Assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

Section 2. SUSPENSION OF MEMBERSHIP: During any period in which a Member shall be in default (assessments for the previous quarter or before have not been paid) in the payment of any Assessment levied by the Association, the right to use of the recreation facilities by such Member shall be suspended by the Board of Trustees until such Assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed 90 days for violation of any rules and regulations established by the Board of Trustees governing the use of the Common Area and facilities.

Section 3. ANNUAL MEETING OF MEMBERSHIP: The Annual Meeting of the Lea Hill Village Homeowners Association, shall be held on the 1st day of February in each year. Special meetings of the membership of the association may be called from time to time at the discretion of the Board of Trustees of the Association.

Section 4. COPIES OF GOVERNING DOCUMENTS, POLICIES AND PROCEDURES:

- (a) All new members will be sent a "new owner package" within 30 days of notification from the escrow company that said property has changed hands, that will include, as a minimum copies of the current:
 - (1) Articles of incorporation
 - (2) Declaration of covenants, conditions and restrictions
 - (3) By-Laws of Lea Hill Village Homeowners Association
 - (4) Plat map of their property and all common properties
 - (5) Rules and Regulations
 - (6) A listing of policies and procedures currently available upon request
 - (7) Fee, fine and service charge schedule
- (b) All members will be sent amended portion(s) of the document(s) listed in Section (a) within 30 days of the changes to the documents.
- (c) Additional copies of the documents listed in Article III Section 4(a) above can be provided for a nominal service charge.
- (d) All members will be sent annually a statement detailing their account activity for the previous year by January 31st.

ARTICLE IV

PROPERTY RIGHTS - RIGHT OF ENJOYMENT

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate his rights for enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. In the absence of written instructions to the contrary, family members, tenants, and contract purchasers who reside on the property of a Member shall be presumed to have been delegated the rights of enjoyment granted to the Member by these By-Laws. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Members.

ARTICLE V

BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE

Section 1. NUMBER: The affairs of this Association shall be managed by a Board of nine (9) Trustees, who must be either Members of the Association or legally reside on one of the Lots as defined in the Lea Hill Village Declaration of Covenants, Conditions, and Restrictions.

Section 2. ELECTION: Each Trustee shall serve from the regular date of his election or until the expiration of the term of his seat or until such time as a successor is duly elected or unless the Trustee resigns, dies or is removed. At the next annual meeting of the Members shall elect three (3) trustees for a term of three (3) years based on the three (3) nominees who receives the largest number of votes, three (3) trustees for a term of two (2) years based on the three (3) nominees who receive the next three (3) largest number of votes, and three (3) trustees for a term of one (1) year based on the three (3) nominees who receive the next three (3) largest number of votes. And at each annual meeting thereafter the Members shall elect three (3) trustees for a term of three (3) years as well as replacement Trustees to fill any unexpired terms as defined in Article VII, section 3(a)

Section 3. REMOVAL: Any trustee may be removed from the Board, with or without cause, by a majority vote of members of the association present in person or by proxy at a special meeting called for that purpose. Such meeting shall be called in the manner provided in these By-Laws for calling special meetings of the Members, and the notice of such meeting shall include notification that the meeting is being called for the purpose of removing a Trustee or Trustees who have been notified by certified mail, return receipt requested, at a special meeting called for that purpose.

Section 4. COMPENSATION: No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties. No member of a Trustee's family shall receive compensation for any service he or she may render to the Association unless approved in advance of the service being performed by a majority of the sitting Board voting at a meeting.

Section 5. ACTION TAKEN WITHOUT A MEETING: The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE VI

MEETING OF TRUSTEES:

Section 1. REGULAR MEETINGS: Regular meetings of the Board of Trustees shall be held at least monthly on a date published in the newsletter, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time one week later on a day which is not a legal holiday.

(a) The first meeting of the month shall be a meeting open to Members and/or residents to attend to state their concerns, problems, and suggestions affecting the Association.

(b) Except as provided in this subsection, all meetings of the Board of Trustees shall be open for observation by all owners of record and their authorized agents. The Board of Trustees shall keep minutes of all actions taken by the Board, which shall be available to all owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Trustees 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 of Trustees shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted from the open meeting and stated in the motion. No motion or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Trustees, 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.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Trustees may be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days written notice to each trustee.

Section 3. QUORUM: A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. CANCELLATION OR RESCHEDULING OF MEETINGS: No duly called meeting under this Article may be canceled or rescheduled or its location changed without written notice of the change to all members of the association.

- (a) The notice must state the reason(s) for the change
- (b) The notice must be made seven (7) days prior to the originally scheduled meeting or seven (7) days prior to the rescheduled meeting, whichever is earlier.
- (c) Such a change may only be authorized by a majority of the board of the association.

ARTICLE VII

NOMINATION AND ELECTION OF TRUSTEES:

Section 1. NOMINATION: Nomination for election to the Board of Trustees shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the members of the Association present at the open meeting during the month of October prior to each annual meeting and shall serve until the next Nominating Committee is appointed. The Nomination Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 2. ELECTION: Election to the board of trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants, Conditions, and Restrictions. The person receiving the largest number of votes shall be elected. Cumulative voting, although permissible in the State of Washington, shall not be allowed in this Association.

Section 3. REPLACEMENT OF VACANCIES:

(a) Any vacancies on the Board of Trustees shall be immediately filled by any unelected candidates from the last Trustee election who received votes on a minimum of twenty five percent (25%) of the ballots cast. The first vacancy will be temporarily filled by the unelected candidate who received the most votes. Subsequent vacancies will be temporarily filled in the order of the most votes received.

(b) If no unelected candidate who received the required minimum number of votes exists, the Board shall temporarily fill the vacancy until the next election after publishing a notice of vacancy in an appropriate media such as the association newsletter.

(c) Trustees filling vacant positions shall serve until the next Trustee election (special general election or annual election) at which time the members shall elect a replacement to serve the remainder of the unexpired term.

Section 4. MISSED BOARD MEETINGS: Trustees of the Board of the Association who miss seventy five percent (75%) of all Board and Membership meetings (open and closed) over three (3) consecutive months shall immediately be dismissed from the board of trustees. The vacancy must be filled according to Article VII, Section 3. of the By-Laws. This action is automatic and shall not be open to a vote of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES:

Section 1. POWERS: The Board of Trustees shall:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, Articles of Incorporation, or the Declaration;
- (c) Have power to declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;
- (d) Have powers to employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (e) If at any time a board member become delinquent on his/her dues, he/she will be warned to bring dues current within 30 days. If the board member fails to do so, he/she will be suspended for 90 days or until dues are current. If after suspension, the board member is still not current, their seat will become vacant.

Section 2. DUTIES: It shall be the duty of the Board of Trustees to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one tenth (1/10) of the Members;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration of Covenants, Conditions, and Restrictions, to:

(1) Fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period;

(2) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period;

(3) When a member is more than three (3) months delinquent in paying the assessment, the Board of Trustees shall send monthly to that Member a written notification requesting payment; When a Member is three (3) months delinquent in paying the Assessment, the Board of Trustees shall send a written warning demanding payment and warning of a lien to be placed on the property if the payment is not made; When a Member is four (4) months delinquent in paying the assessment, the Board of Trustees shall place a lien on the property and begin taking the collection actions as outlined in subparagraph (4) below. Interest on delinquent accounts will be applied as provided in ARTICLE XII of these Bylaws;

(4) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

- (1) Each project must have a Project Lead assigned to assume responsibility for the project its planning and implementation
- (2) Project Leaders, must be approved by the board
- (3) Each Project Requires a complete plan consisting of:
 - (a) Justification for the project.
 - (b) Manpower requirements
 - (c) Equipment's requirements
 - (d) Project Plan and/or Drawings
 - (e) Complete project budget
 - (f) A minimum of 3 independent bids
 - (g) A membership communication plan
 - (h) Review by the Board of Trustees
 - (i) Approval by the Board of Trustees

(4) If the Complete Project Budget is greater than or equal to \$ 2,000.00 then a Membership Meeting is to be held to review and approve or disapprove the project

(5) Emergency Repairs and Normal Association maintenance is expressly excluded from the detailed project requirements.

(h) Adopt a budget no later than December 31st for the following fiscal year.

(1) The annual budget shall be considered for ratification at the annual meeting of the membership. A summary of the budget shall be mailed to the Members along with the notification of the annual meeting.

(2) The Board of Trustees may adopt a special budget or amend the annual budget. Within 30 days after adoption by the Board of Trustees of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary.

(3) The budget shall be ratified unless a majority shall reject the budget at the membership meeting whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the Board of Trustees.

(i) Keep the funds of the Association in accounts in the name of the Association and shall not be commingled with the funds of any other association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds.

(j) Cause an annual financial statement to be prepared.

(k) Limit spending by the association to those amounts included in the last ratified budget

ARTICLE IX

COMMITTEES:

Section 1. APPOINTMENT: The association shall appoint an Architectural Contract Committee, as provided in the Declaration, and Nominating Committee, as provided in these By-Laws. In addition the board of trustees shall appoint other committees as deemed appropriate in carrying out its purposes, such as;

(a) A Recreation Committee which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform other functions as the Board, in its discretion determines;

(b) A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the properties, and shall perform such other functions as the Board in its discretion determines;

(c) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Trustees, make such public releases and announcements as are in the best interests of the Association;

(d) An Audit Committee which shall: (1) conduct an annual reconciliation of 25 individual lots chosen at random versus bank deposits, (2) supervise the annual audit of the Association's books, and (3) prepare the annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, as provided in ARTICLE XI, Section 8. (d). The Treasurer shall be an ex-officio member of the Committee.

Section 2. DUTIES: It shall be the duty of each committee to receive complaints from members of any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other Committee, Trustee or officer of the Association as it is further concerned with the matter presented.

(a) It shall be the duty of each committee to receive complaints from members through the board of trustees of any matter involving associations functions, duties and activities within its field of responsibility.

(b) It shall dispose of such complaints as it deems appropriate or refer them to such other Committees, Trustee or officer of the Association as its further concerned with the matter presented.

- (c) Members of the committee are appointed to the committee by the Board of Trustees and shall serve until they either resign from the committee or are removed by the Board of Trustees.
- (d) Committee Chairpersons shall be appointed from the members of the committee and by the members of the committee and have the following responsibilities:
 - (1) Schedule and coordinate committee meetings.
 - (2) Ensure that the duties and activities of the committee are performed in accordance with the Board of Trustees directive and the governing documents of the association.
 - (3) Provide to the Board of Trustees a written summary monthly of committees activities for inclusion in the minutes of the meeting as directed by the Board of Trustees.
 - (4) To be present or to ensure that a knowledgeable committee member is present at all Board and membership meeting to answer questions about their activities.

ARTICLE X

MEETINGS OF MEMBERS:

Section 1. ANNUAL MEETINGS: The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of eight o'clock (8:00) PM. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of the Members may be called at any time by the President or by a majority of the Board of Trustees, or upon written request of the Members who are entitled to vote one tenth (1/10) of the votes of the Membership.

Section 3. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by publishing said notice to the Membership in the newsletter of the Association or on a separate flyer mailed at least fifteen (15) days before but not more than sixty (60) days before such meeting. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM: The presence at the meeting of Members casting, or of proxies entitled to cast, one tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members thereat shall have powers to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. PROXIES: At all the meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. A proxy shall not be given to more than one person unless prioritized. A proxy shall not be assignable. Every proxy shall be revocable by written instruction and shall cease to be effective eleven (11) months after date of issue unless otherwise specified in the proxy by the conveyor of the proxy. Every proxy shall cease upon conveyance by the Member of his Lot or Unit.

Section 6. VETOES: The Membership shall have the right to veto any action taken by the Board of Trustees provided such vote shall have the support of a simple majority of the entire Membership, either those represented in person or by proxy, at a special meeting called for that purpose. This veto process shall be initiated within thirty (30) days of the contested Board of trustees action. A quorum for this shall be the same as for any special membership meeting.

ARTICLE XI

OFFICERS AND THEIR DUTIES:

Section 1. ENUMERATION OF OFFICERS: The officers of this Association shall be the President and Vice President, who shall at all times be members of the Board of Trustees, a Secretary, and Treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by the board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Secretary and Treasurer may not be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this ARTICLE; provided that no offices shall be held in derogation of the laws of the State of Washington pertaining to nonprofit corporations.

Section 8. DUTIES: The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

VICE PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all promissory notes of the Association; keep proper books of account according to the standards of the Washington State Association of Certified Public Accountants; cause an annual audit of the annual financial statement, to be made by an independent certified public accountant after the completion of each fiscal year. If the association does not have enough funds to accomplish an audit on schedule, then the annual assessment shall be increased in order to have the audit completed no later than the following year; and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy to the Members.

(e) All checks of the Association shall be signed by the President and the Treasurer, except that in the absence of either the President or Treasurer for a period of longer than twenty four (24) hours, any two of the officers may sign checks in their place. Any check may not be signed by an officer to whom it is made payable.

ARTICLE XII

ASSESSMENTS:

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If after the date of delinquency the Assessment is not paid within thirty (30) days after the due date, each month the Assessment shall bear interest at the F.H.A. interest rate on the first day of the month, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII

BOOKS AND RECORDS:

Section 1. INSPECTION: The books, records and papers of the Association, including the names and addresses of owners and other occupants of the lots, shall at all times on reasonable advance notice, during normal business hours, be subject to inspection by any Member, holders of mortgages on the lots, and their respective authorized agents. The Association shall not release the unlisted telephone number of any owner. The Declaration of Covenants, Conditions, and Restrictions, The Articles of Incorporation, the By-Laws of the Association, the Plat, and the rules & regulations shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost. The Association may impose and collect a reasonable charge for any reasonable costs incurred by the Association in providing access to records.

Section 2. FINANCIAL RECORDS: The Association or its managing agent shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each owner the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Association. Each association managing agent shall turn over all original books and records to the Association immediately upon termination of the management relationship with the Association, or upon such other demand as is made by the Board of Trustees. An Association managing agent is entitled to keep copies of association records. All records which the managing agent has turned over to the Association shall be made reasonably available for the examination and copying by the managing agent.

ARTICLE XIV

CORPORATE SEAL:

The Association shall have a seal in circular form having within its circumference the words "Lea Hill Village Homeowners Association."

ARTICLE XV

Section 1. AMENDMENTS: These bylaws may be amended at the annual or special meeting of the members, provided that such amendment(s) will have the support of a simple majority of the membership, represented in person or by proxy at the meeting.

Section 2. CERTIFICATION: Certification of amendments to these By-Laws on behalf of the association shall be executed by the President, Vice-president, Treasurer, and Secretary of the association at the time of certification.

Section 3. CONFLICT: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall have control; and in the case of any conflict between the Declaration of Covenants, Conditions, and Restrictions and these By-Laws, the Declaration of Covenants, Conditions, and Restrictions shall control.

Section 4. AMENDMENT NOTIFICATION: Prior to any proposed bylaw amendment being considered by the membership, notification shall be delivered via first class U.S. mail, postage affixed, to every member on record. This notification shall include the following:

- (a) The complete language of the bylaw(s) being considered for amendment
- (b) The complete proposed text of the amendment
- (c) A statement indicating how the amendment will effect the membership

This notification shall be provided to the membership no less than thirty (30) days prior to the date of the meeting where the amendment is to be presented.

Section 5. BYLAW AMENDMENT DISTRIBUTION AND NOTIFICATION: Within thirty (30) days of a proposed By-Law amendment being ratified by simple majority of the membership, the Board of Directors shall be required to furnish all association members with a copy of the amended portion of the By-laws via the U.S. mail, postage preaffixed.

Section 6. COST OF AMENDMENT NOTIFICATION AND DISTRIBUTION: The association shall be responsible for costs incurred in notifying the membership.

ARTICLE XVI

MISCELLANEOUS:

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

This amends the Bylaws in accordance with the Annual Meeting of the Membership held February 1, 1998.

