

BY-LAWS
OF
LAKE MERIDIAN VILLAGE HOME OWNERS' ASSOCIATION

Table of Contents

		Page
Article	I Object and Definitions	1
Article	II Membership, Voting, Meetings, and Administration	2
Article	III Board of Directors: Selection: Term of Office	5
Article	IV Nomination and Election of Directors .	6
Article	V Meetings of Directors	6
Article	VI Powers and Duties of the Board of Directors	7
Article	VII Officers and Their Duties	8
Article	VIII Committees	10
Article	IX Books and Records	10
Article	X Assessments	10
Article	XI Obligations of Owners	11
Article	XII Amendments	12
Article	XIII Corporate Seal	12
Article	XIV Mortgages	12
Article	XV Evidence of Ownership, Registration of Mailing Address and Required Proxies	12
Article	XVI Conflict with Declaration or Law . . .	13
Article	XVII Nonprofit Association	13
Article	XVIII Waiver of Subrogation	13
Article	XIX Miscellaneous	14

BY-LAWS
OF
LAKE MERIDIAN VILLAGE
HOME OWNERS' ASSOCIATION

ARTICLE I
OBJECT AND DEFINITIONS

1.1 Name and Location. The name of the corporation is the LAKE MERIDIAN VILLAGE HOME OWNERS' ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be at S.E. 256th & 138th S.E. on Lake Meridian, King County, Washington, but meetings of members and directors may be held at such places within the State of Washington, County of King, as may be designated by the Board of Directors.

1.2 Purpose. The purpose for which this Association is formed is to govern the condominium property which is described in Schedule A attached hereto and by this reference is made a part hereof, and which property has been submitted to the provisions of the Horizontal Property Regimes Act of the State of Washington by a Declaration entitled "Declaration and Covenants, Conditions, Restrictions, and Reservations" established a plan for condominium ownership of apartments within the above-referenced condominium, (hereinafter referred to as the "Declaration").

1.3 Assent. All present or future owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium apartments (hereinafter referred to as "apartments") in the project or the mere act of occupancy of any of said apartments shall constitute ratification of these By-Laws.

1.4. Definitions.

a. "Association" means the LAKE MERIDIAN VILLAGE HOME OWNERS' ASSOCIATION, its successors and assigns.

b. "Properties" means that certain real property described as being subject to the Declaration of Covenants, Conditions, and Restrictions, as described in Exhibit "A" attached hereto and by this reference incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

c. "Common Property" means all real property owned by the Association for the common use and enjoyment of the Owners, that is, all of the properties except the Lots and Dwelling Units.

d. "Lot" means any plot of land shown upon any recorded sub-division map of the Properties with the exception of the Common Property.

e. "Owner" means 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 parties to real estate contracts, but excluding all parties whose interest is primarily security for the performance of an obligation.

f. "Declarant" means Thomas J. Burke, his successors and assigns if such successors or assigns should acquire more than one Lot and Dwelling Unit from the Declarant for the purpose of completion of development or sale.

g. "Declaration" means the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of King County, Department of Records and Elections.

h. "Member" means those persons entitled to membership as provided in the Declaration. The terms "owners" and "members" as used herein shall be synonymous.

i. Unless otherwise specified, all terms shall have the same meaning in these By-Laws as such terms have in the Declaration.

j. The terms "apartment," "condominium," "unit," "townhouse," or derivations of these terms as used herein shall be synonymous.

ARTICLE II MEMBERSHIP, VOTING, MEETINGS, AND ADMINISTRATION

2.1 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 7:30 o'clock p.m. 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. Provided that, the Board may establish a different time and place for such meeting by written notice to all members 10 days prior to the above time, but in any case this meeting must be held within 30 days of the above date.

2.2 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members owning at least four of the lots and Dwelling Units.

2.3 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 mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to

each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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.

2.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, the votes relating to six lots and Dwelling Units or 30 percent, whichever is greater, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power 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.

20
lots
@
30% =
6 LOTS

2.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or unless otherwise stated on said proxy shall cease 11 months after issuance.

2.6 Voting Rights. The voting rights of Class A and Class B members and the definitions of those membership classes are specified in Articles V of the Articles of Incorporation and Article IV of the Declaration of Covenants and those provisions are by this reference deemed incorporated herein and shall control in all voting under these By-Laws.

2.7 Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or By-Laws, or with respect to any other matter for which approval by owners is required by the Declaration or By-Laws, in accordance with the following procedure:

a. In case of election of Board Members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least 50 days after such advice is given by which all votes are to be received. The Secretary within 5 days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all owners of each membership. The notice shall state that any such owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date 15

days from the date the notice is given to the Secretary. Within 5 days after such specified date the Secretary shall give written notice to all owners of a membership, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the members on or before said specified date, stating that each owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

b. In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all owners of each membership which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the association. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote or not less than a majority of the votes entitled to be cast on such question, unless a greater or less voting requirement is established by the Declaration or By-Laws for the matter in question.

c. Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this section 2.7

2.8 Decisions. The decisions of a majority of the members present or voting by proxy shall be the decisions of the Association at any meeting at which a quorum is present, and if no other voting requirement is set by the Articles, these By-Laws or the Covenants.

2.9 Order of Business. The order of business at all meetings of the owners of apartments shall be as follows:

- a. Roll call.
- b. Proof of Notice of meeting or waiver of notice.

- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Board members (annual meeting only).
- g. Unfinished business.
- h. New business.

ARTICLE III
BOARD OF DIRECTORS:
SELECTION: TERM OF OFFICE

3.1 Number. The affairs of this Association shall be managed by a Board of three (3) directors, one of which may be a non-owner, however, any non-owner director must stand for re-election every year. When the total number of units sold reaches 30, a fourth director shall be added, and when the total number of units sold reaches 45, a fifth director shall be added.

3.2 Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; at each annual meeting thereafter, the members shall elect one director for a term of three years, except in the event a fourth or fifth director is added as provided above in which event two directors shall be added in any such year.

3.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any Board member whose removal has been so proposed by the owners shall be given an opportunity to be heard at the meeting. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

3.4 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

3.5 Action Taken Without a Meeting. The directors 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 directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

4.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chariman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors 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 non-members.

4.2 Election. Election to the Board of Directors 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. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V
MEETINGS OF DIRECTORS

5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, 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 on the next day which is not a legal holiday.

5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice given personally or by mail, telephone, or telegraph, to each director.

5.3 Quorum. At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Board of Directors shall have power to:

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

b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

c. 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, the Articles of Incorporation, or the Declaration;

d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. Employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

6.2 Duties. It shall be the duty of the Board of Directors

to:

a. Cause to be kept a complete record of all its acts and of the corporate affairs;

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

c. As more fully provided in the Declaration, to:

(1) Fix the amount of the annual or monthly 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; and

(3) Foreclose the lien against any property for which annual or monthly 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 office 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 evidence 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 Property to be maintained.

6.3 Authority Exclusive. The Board for the Association, or the Declarant during the Development Period, shall have the exclusive authority regarding management of the Common Properties and the carrying out of the functions of the Association, except insofar as the Declaration of Covenants, the Articles, or By-Laws allocate authority to the membership itself.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.1 Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

7.3 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 disqualified to serve.

7.4 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.

7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the 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.

7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.7 Multiple Offices. The offices of secretary and treasurer may 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.

7.8 Duties. The duties of the officers are as follows:

a. President: The president shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a non-profit association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall also sign all leases, mortgages, deeds, and other written instruments and shall cosign all checks and promissory notes.

b. Vice President: 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.

c. Secretary: 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.

d. Treasurer: 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 Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost, or arrangements shall be made for copies.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments or monthly assessments which are secured by a continuing lien upon the property against which the assessment is made. Any annual, monthly, or special assessments which are not paid when due shall be delinquent. If the annual, monthly or special assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, 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 nonuse of the Common Property or abandonment of his Lot and Dwelling Unit. The Association may suspend an Owner's right to use any common recreational areas or facilities in the event

the Owner is delinquent on any regular or special assessments. Delinquent assessments or fines may be deducted from an owner's share of any association funds.

ARTICLE XI
OBLIGATION OF OWNERS

11.1 In General. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the condominium was built and each owner shall comply strictly with all provisions of the Declaration.

11.2 Use of General Common Elements and Limited Common Elements. Each owner shall use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners...

11.3 Right of Entry.

a. An Owner shall permit the Managing Agent or other person authorized by the Board the right of access to the Owner's apartment and appurtenant limited common areas from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of the common areas, or at any time deemed necessary by the Managing Agent or Board for the making of emergency repairs or to prevent damage to any of the common areas.

b. An Owner shall permit the Managing Agent or other persons authorized by the Board, or other Owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, or to the apartments and limited common areas of such other Owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

11.4 Power of Attorney. Each Owner shall, upon becoming an Owner of a condominium apartment, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to maintain, repair and improve the building and general and limited common areas, and to deal with the Owner's condominium apartment upon its destruction or obsolescence and regarding insurance proceeds as is provided in the Declaration. The purpose of such execution shall be more fully to evidence such appointment, but failure to execute such power of attorney shall in no way derogate from the appointment provided in the Declaration. This power of attorney shall also authorize the Association to sign promissory notes and mortgages in favor of the Association for any delinquent assessments or fines owed by the owner.

ARTICLE XII
AMENDMENTS

12.1 These By-Laws may be amended, at a regular or special meeting of the members at which a quorum is present in person or by proxy, by a vote of two thirds (2/3) of each Class of membership of the Association.

12.2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

LAKE MERIDIAN VILLAGE HOME OWNERS' ASSOCIATION

ARTICLE XIV
MORTGAGES

14.1 Notice to Association. An Owner who mortgages his apartment shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled "Mortgagees of Apartments."

14.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of an apartment report any unpaid assessments due from the owner of such apartment.

ARTICLE XV
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING
ADDRESS AND REQUIRED PROXIES

15.1 Proof of Ownership. Any person on becoming an owner of a condominium apartment shall furnish to the Managing Agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

15.2 Registration of Mailing Address. The Owners of each condominium apartment shall have one and the same registered mailing of monthly statements, notices, demands, and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation,

partnership, association, or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium apartment Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the condominium apartment or by such persons as are authorized by law to represent the interests of (all of) the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the apartment shall be the registered address until another registered address is furnished as permitted under this section. Registered addresses may be changed from time to time by similar designation.

15.3 Completed Requirement. The requirements contained in this Article shall be first met before an Owner of a condominium apartment shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE XVI CONFLICT WITH DECLARATION OR LAW

These By-Laws are intended to comply with and supplement the requirements of the Washington Horizontal Property Regimes Act and the Declaration. If any of these By-Laws conflict with the provisions of said statute or Declaration, the provisions of the statute and Declaration will apply.

ARTICLE XVII NONPROFIT ASSOCIATION

This Association is not organized for profit. No member, member of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or insure to the benefit of any members of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Association, and (2) any member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XVIII USE OF PATIOS

There are patios located directly behind each unit, on property owned by the individual homeowner, which are attached or ajoin each unit. Said patios shall be for the exclusive use of the owners of said property.

ARTICLE XIX
INTERIOR MAINTENANCE

The owners of individual units shall maintain the interiors of their units, including windows and glass, the interior walls, ceilings, floors, and permanent fixtures and appurtenances, in a clean sanitary and attractive condition, reserving to each such owner, however, complete discretion as to choice of furniture, furnishings, and interior decorating.

ARTICLE XX
INTERIOR ALTERATIONS

No structural alterations to the interior of any unit shall be made, and no plumbing or electrical work within any bearing or party walls, shall be made by any individual owner, or their contractor, except for emergency repairs, without prior written consent by the Board of Directors, or a duly appointed Architectural Review Committee.

ARTICLE XXI
EXTERIOR ALTERATIONS

No owner shall, at his expense or otherwise, make any alterations or modifications to the exterior of his individual unit, or build or construct any fence, obstruction or improvement of any kind or character on or connected to or adjacent to his individual unit, or in any part or portion of any of the common areas herein defined and described, without the prior written approval of either the Board of Directors, or of the Architectural Committee hereinafter referred to.

ARTICLE XXII
USE OF PROPERTY

No owner shall permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance thereon, or which will obstruct or interfere with the rights of other owners, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises, or commit or suffer any illegal act to be committed thereon. Each owner shall comply with all of the applicable ordinances and statutes and with all the requirements of the local or State Board of Health with respect to the occupancy and use of said premises.

ARTICLE XXIII
LIABILITY OF OWNERS

Each owner shall be liable to the Board of Directors for any damage to the common areas or to any of the equipment or improvements thereon which may be sustained by any reason of the negligence

or willful misconduct of said owner or his family, relatives, guests, or invitees, both minor and adult. In the case of a joint ownership of a condominium, the liability of such owners shall be joint and several. In the event of personal injury or property damage sustained by any person while physically within the unit of any owner, and in the further event that any other owner shall be sued, or a claim made against him or her for said injury or damage, the owner or owners of that unit in which said injury or damage occurs shall fully indemnify and hold harmless any such other owners against whom such claim shall be made, and shall further defend any such other owners at his or her own expense in the event of litigation of such claims; provided, however, that such protection shall not extend to any other owner whose own negligence may have caused or contributed to the cause of any such injury or damage.

ARTICLE XXIV
ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of one member of the Board of Directors, and no fewer than two, and no greater number than five members in good standing of the Home Owners' Association.

ARTICLE XXV
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.

IN WITNESS WHEREOF, we, being all of the directors of the LAKE MERIDIAN VILLAGE HOME OWNERS' ASSOCIATION, have hereunto set our hands this _____ day of _____, 1978.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the LAKE MERIDIAN VILLAGE HOME OWNERS' ASSOCIATION, a Washington corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1978.

Secretary