

**BYLAWS OF THE**  
**VISTA DEL LAGO RESORT PROPERTY OWNERS ASSOCIATION**

**FORWARD AND REVISION HISTORY**

The original Bylaws of the Vista Del Lago Resort Property Owners Association were adopted on November 15, 1997. The first revision, Revision A, incorporates amendments approved by the Association's Board of Directors on May 18, 2002 and adopted by the Association Members at their annual meeting on June 1, 2002. Revision B incorporates amendments approved by the Association's Board of Directors on April 22, 2006 and adopted by the Association members at a special meeting on September 9, 2006. Revision C incorporates amendments approved by the Association's Board of Directors on April 24, 2018 and adopted by the Association members at a General Meeting on June 2, 2018.

Words and phrases that are defined in the Declaration of Covenants shall have the same meaning in these Bylaws.

**I. GENERAL**

**A. MAILING ADDRESS:**

The mailing address shall be Vista Del Lago, 1000 SR 150, Manson, WA 98831.

**B. DEFINITIONS:**

1. "Association" shall mean and refer to Vista Del Lago Resort Property Owners Association, a Washington non-profit corporation formed under the Washington Nonprofit Corporation Act (RCW Ch. 24.03) on January 13, 1997.
2. "Bylaws" means and refers to the Bylaws, as amended.
3. "Declaration of Covenants" means and refers to the Declaration of Covenants of Vista Del Lago Resort, recorded under Auditors File # 10781952, on November 15, 1997, records of Chelan County, WA, as the Declaration of Covenants may be amended and restated. Wherever applicable or where the content or context permits or requires, these Bylaws are supplemented by the Declaration of Covenants and the terms and conditions of the Declaration of Covenants are incorporated by reference as if fully set forth in these By-Laws. Nothing in these Bylaws shall be interpreted to contradict the Declaration of Covenants.
4. "Owner" means the owner of record (whether one or more persons or entities) of fee simple title to any Parcel, including contract vendees of a Parcel.
5. "Parcel" means an individual parcel of real estate designated on the Survey of Vista Del Lago Resort (except for a Parcel owned by the Association).

**II. MEMBERSHIP**

**A. OWNERS OF PARCELS ARE MEMBERS:**

All owners of Parcels shall automatically, by virtue of such ownership, become a Member of the Association., and shall pay quarterly assessments as established and set forth by the Board of Directors in accord with the Declaration of Covenants.

**B. BINDING NATURE OF BYLAWS:**

All present and future Owners, Mortgagees and other encumbrancers, lessees, **tenants**, licensees, and their guests and employees, and any other person who may use the Common Elements are subject to these Bylaws and the Articles of Incorporation, including as they may be amended from time to time, the Declaration of Covenants as it may from time to time be amended, and such rules and regulations pertaining to use and operation of the Common Elements as may be promulgated by the Board of Directors from time to time.

C. VOTING RIGHTS:

The voting rights of the Members are defined in Article XI of the Declaration.

D. MEETINGS OF THE MEMBERS:

1. Annual Meetings: An annual meeting of the Members shall be held at the Vista Del Lago Resort Community Center every year on the first Saturday in June at 10:00 am PST.
2. Special Meetings: Special meetings of the Members may be called, as necessary, by the president of the Association, a majority of the Board of Directors in accord with the Declaration of Covenants, or by Members having ten percent (10%) of the votes in the Association.
3. Quorum: A quorum for meetings of the Association shall be sixty percent (60%) of the Members, present in person or by written proxy.
4. Notices: It shall be the duty of the secretary of the Association to give notice of each annual and special meeting, not less than fourteen (14) nor more than sixty (60) days before such meeting. Such notice shall be hand-delivered or sent prepaid by first-class United States mail to the Owner at the mailing address of each Parcel or to any other mailing address designated in writing by the Owner, and to each eligible Mortgagee, if required by Article VIII, Section 3.C. of the Declaration, or by electronic transmission to an email address which has been provided by an Owner (or by a Mortgagee who requests notice) along with a written consent by the Owner to receive notice by email transmission. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer. 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 that Member of timely and adequate notice unless that Member expressly challenges the notice when the meeting begins. An Owner may cancel the request to receive notices by email by giving written notice to the Board to that effect. If the Association is unable to electronically transmit two consecutive notices by email given in accordance with the consent, then consent to receive notices by email shall be deemed revoked. If delivery is made by mail, any such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board or to the most recent address known to the Board. If delivery is made by email, any such notice shall be deemed to have been delivered that same day that such email is sent to the email address provided by the Owner to the Board in the written notice.
5. Adjournment of Meetings: If any meeting of Owners cannot be commenced 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.
6. Majority Vote. Except as otherwise provided by 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 at least a majority of the votes present.
7. 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.

8. Parliamentary Authority: In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order or such other published

**E. VOTING BY PROXY AT MEETINGS OF MEMBERS:**

Votes allocated to a Parcel may be cast pursuant to a proxy duly executed by an Owner. If there is more than one Owner of a Parcel, each such co-Owner must sign any proxy for it to be valid; revocation of such proxy in the manner required herein by any single co-Owner shall terminate the proxy. An 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 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.

**F. REGISTER OF MEMBERS:**

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

**II BOARD OF DIRECTORS**

**A. AFFAIRS OF THE ASSOCIATION:**

The affairs of the Association shall be conducted and governed by the Board of Directors and the officers elected or appointed in accordance with these Bylaws, the rules adopted by the Directors, and the Declaration of Covenants. Unless stated otherwise in these Bylaws or the Declaration of Covenants, all actions of the Directors shall be by majority vote of those present.

**B. NUMBER, TERM AND QUALIFICATIONS:**

The Board of Directors shall consist of a minimum of three Directors and a maximum of five Directors, and all Directors shall be Members. The Directors shall be elected by majority vote of the Members present in person or by proxy at the annual meeting, and shall serve two-year terms. The terms shall begin immediately following the annual meeting.

C. POWERS AND DUTIES:

The Board shall have the powers and duties provided for in the Declaration, and all other power necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by statute or by the Declaration required to be done in another manner. In the performance of their duties, the officers and directors are required to act in good faith and exercise ordinary and reasonable care in a manner such director believes to be in the best interests of the Association.

D. VACANCIES:

Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.

E. REMOVAL OF DIRECTORS:

The Members, by the affirmative vote of two-thirds of the voting power present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any director with or without cause. Upon such removal, a successor may then and there be elected to fill the vacancy thus created to serve the balance of the unexpired term, by the majority vote of the voting power present and entitled to vote. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

F. COMPENSATION:

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

G. BOARD MEETINGS

1. Quorum; Actions of the Board: A quorum for Board meetings shall be a majority of Directors, present in person or by telephonic means as described herein, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
2. Regular Meetings: The Directors shall meet monthly on the first Saturday at the Vista Del Lago Resort Clubhouse, beginning at 9:00am, unless otherwise agreed by the Board members. The monthly meetings will occur beginning in March and continue through November of each year. Notice of regular meetings of the Board shall be given to each director personally or by mail, email, telephone, or facsimile, at least three days before the day fixed for the meeting, provided that any director given notice by electronic means has properly consented to such receipt of notice.
3. Special Meetings: Special meetings of the Board may be called by the president on three days' notice to each director, given personally or by mail, email, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting; provided that any director given notice by electronic means has properly consented to such receipt of notice. Special meetings of the Board shall be called by either the president or secretary in like manner and on like notice on the written request of any two directors.
4. Action by Consent: Any action required or which may be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action so taken or to be taken, shall be signed by all Directors.
5. 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 that

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.

6. Participation by Electronic Means: Members of the Board may participate in a meeting of the Board by means by which all Board Members participating can hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.
7. Rules and Regulations: The Directors may adopt, amend, and repeal rules and regulations to govern the use of property and Parcels in Vista Del Lago Resort and they may also adopt rules to govern their meetings. Said rules and regulations may not be inconsistent with these Bylaws, the Declaration of Covenants or applicable law.

#### H. CONTRACTS OR EXPENDITURES:

All contracts or expenditures by the Association more than One Thousand and 00/100 Dollars (\$1,000.00) shall be approved in advance by a majority of the Directors, and all contracts calling for action or obligation by the Association over a period exceeding 365 days shall be approved in advance by the Directors.

#### I. PROFESSIONAL MANAGER:

The Board of Directors may, by vote of two-thirds of all Directors, hire a professional manager to oversee and run the affairs of the Association. The professional manager shall serve under the terms of a written contract, which contract must be approved by two-thirds vote of all the Directors.

#### V. OFFICERS:

##### A. ELECTION OF OFFICERS:

Immediately following each Association annual meeting, the newly elected Directors shall meet in open session specifically to elect, by majority vote of the Directors, the Officers of the Board for the period through the next annual Association meeting. The elected Officers shall hold office at the pleasure of the Board.

##### B. DESIGNATION:

The officers of the Association shall be: President, Vice President, Secretary, Treasurer and Member-at-Large, 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.

##### C. NOTIFICATION OF OFFICER SELECTIONS:

Minutes of meeting at which the officers are elected shall be published and distributed with the annual meeting minutes.

##### D. DUTIES OF OFFICERS:

In addition to all the duties and powers given to the officers by the Declaration of Covenants, the officers shall perform as follows:

1. President: The President shall be the principal executive officer and shall supervise and control the business and affairs of the Association. The President shall appoint members of the Finance and Membership Committees. The President may appoint members of special committees for performance of specific tasks directed by the Directors. When present, the President shall preside at all meetings of the Members and Directors. The President shall sign all contracts and obligations of the Association and may obligate the Association for up to One Thousand and 00/100 Dollars (\$1,000.00) without other approval. Obligations totaling more than One Thousand and 00/100 Dollars (\$1,000.00) shall be subject to the prior approval of the Board of Directors.
2. Vice President: In the absence of the President, the Vice President shall perform the duties of the

President or in the event of the President's inability or refusal to perform duties the Vice President shall perform the duties of the President. When doing so, the Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall have such other duties as may be assigned by the President.

3. Secretary: The Secretary shall keep the minutes of the meetings of Directors and Members, see that all notices are duly given in accordance with these Bylaws and the Declaration of Covenants, and perform such other duties as may be assigned by the President. The Secretary shall also countersign checks in amounts over One Thousand and 00/100 Dollars (\$1,000.00) as provided herein below.
4. Treasurer: The Treasurer shall have charge and custody of and be responsible for all funds of the Association. The Treasurer shall receive and deposit all funds into the Association bank account and shall issue checks and sign the same as directed by the President or the Board of Directors. All checks over One Thousand and 00/100 Dollars (\$1,000.00) must have the signature of the Treasurer and the President. (If the posts of President and Treasurer are held by a professional manager, all checks over One Thousand and 00/100 Dollars (\$1,000.00) must be signed by the Manager and by the Secretary.) The Treasurer shall have such other duties as may be assigned by the President.
5. Member-at-Large: The Member-at-Large shall be the interface between the members and the officers.

**E. COMPENSATION:**

No compensation shall be paid to officers for their services as officers.

**VI. PERSONAL LIABILITY:**

No member of the Board or any committee of the Association, or any officer or director of the Association, shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, having exercised ordinary and reasonable care in a manner such person believes to be in the best interests of the Association.

**VII. COMMITTEES:**

**A. COMMITTEE RESPONSIBILITIES:**

There shall be six standing committees: Finance Committee, Membership Committee, Architectural Committee, Pool Committee, Buildings & Grounds Committee and Social Committee

1. The Finance Committee shall be chaired by the Treasurer. The President may appoint, with Board concurrence, up to three additional Association members to serve on the committee. The Finance Committee shall: a) Set the annual budget for the Association as provided by these Bylaws and b) keep accurate written records of all Association funds.
2. The Membership Committee shall be chaired by the Vice President. The President may appoint, with Board concurrence, up to three additional Association members to serve on the committee. The Membership Committee shall: a) contact new members, b) be responsible for visitor control, c) maintain a membership list with the name, address, and phone number of each Association member.
3. The Architectural Committee has special membership regulations, duties and powers as specified in the Declaration of Covenants. The Architectural Committee shall be composed of a minimum of three and a maximum of five Association members appointed by the Board of Directors.
4. The Building & Grounds Committee will be responsible for recommendations to the Board of

Directors for maintenance and repairs of all common buildings, including the Community Center/pool bathroom, and Roadways, within the development.

5. The Pool Committee will be responsible for the following:
  - (a) Recommendations to the Board of Directors for maintenance and repairs of the pool, pool pump room, area around pool within pool fencing, and pool fencing.
  - (b) Dailey maintenance of the pool except those days when professional maintenance services are provided.
6. The Social Committee will be responsible for coordinating HOA social events that occur at either the Community Center or pool.

**B. COMMITTEE MEMBERSHIP:**

Members of the standing committees shall serve one-year (or less) terms commencing on appointment and ending at the completion of the following year's annual meeting of the Members.

**C. COMMITTEE ACTIONS:**

Unless otherwise stated in the Declaration of Covenants, all committee actions shall be by majority vote of those committee members present. A quorum at all committee meetings shall be a majority of committee members.

**IX. ASSOCIATION BUDGET**

**A. BUDGET PREPARATION:**

1. The Finance Committee shall prepare an annual budget for the Association and provide it to the President not less than fifteen (15) days prior to the regularly scheduled Board meeting to be held in April of each year.
2. The Board of Directors shall meet in regular or special meeting to adopt the budget at the regularly scheduled Board meeting held in April and shall then send a summary of the budget pursuant to RCW 64.38.025 to the Owners within thirty (30) days after adoption of the budget (or with the notice of the Association's annual meeting). The Board shall set a date for the Owners to consider and vote on approval of the budget, which is anticipated by the Board to occur at the regularly scheduled annual meeting.

**B. NOTIFICATION TO ASSOCIATION MEMBERS:**

A summary of the adopted budget shall be mailed to Association members with the notice of the Association annual meeting.

**C. RATIFICATION OF BUDGET BY ASSOCIATION:**

The adopted budget shall be presented to the members at the Association annual meeting for ratification. Ratification shall be by majority vote of Association members present in person or by proxy.

**X. MISCELLANEOUS PROVISIONS**

**A. FISCAL YEAR:**

The fiscal year of the Association shall be from July 1 through June 30.

**B. BYLAWS AMENDMENTS:**

These Bylaws may be amended by the following procedure:

1. Submit to the Board, in writing, proposed amendment(s) not less than forty-five (45) days prior to the next scheduled annual Association meeting or a special meeting of the Owners.
2. If the Board approves the proposed amendment(s), then the Board shall present the amended


Bylaws to the Owners for approval at the next annual or special meeting of the Owners, for  
submittal to the membership.

3. The proposed amendment to the Bylaws shall be deemed approved upon the affirmative vote of  
a majority vote of the Owners present in person or by proxy at the Association meeting.

C. ANNUAL ASSOCIATION MEETING

Any item to be considered for discussion at the next scheduled annual Association meeting must be  
submitted, in writing, to the President of the Board not less than forty-five (45) days prior to that  
meeting. The Board has the sole discretion as to whether the item will be placed on the agenda for  
consideration.

The foregoing Bylaws were adopted on June 2, 2018 at the annual meeting of the Association.

  
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Sharon Johnson  
VDL HOA Secretary