

Riviera Bylaws Comparison Document – Original to Proposed

Article I

ORIGINAL DOCUMENT	ATTORNEY COMMENTS	PROPOSED BYLAWS
<p>ARTICLE I – NAME AND LOCATION</p> <p>The name of the corporation is RIVIERA COMMUNITY CLUB, INC., a Washington non-profit corporation, hereinafter referred to as Riviera. The physical location of the corporation shall be located at 11016 Country Club Drive, Anderson Island, Washington 98303, and the mailing address will be the same. The Board of Trustees will designate the location of meetings of the members and trustees.</p>	<p>Meeting locations moved to later.</p>	<p>ARTICLE I – NAME AND LOCATION</p> <p>The name of the corporation is RIVIERA COMMUNITY CLUB, INC., a Washington non-profit corporation, hereinafter referred to as “Riviera,” or “Association.” The physical location of the corporation shall be located at 11016 Country Club Drive, Anderson Island, Washington 98303, and the mailing address will be the same.</p>

Article II

<p>ARTICLE II – DEFINITIONS</p> <p>Section 1. “Riviera” shall mean and refer to the RIVIERA COMMUNITY CLUB, a Washington nonprofit corporation, its successors and assigns.</p> <p>Section 2. “Owner” shall mean:</p> <ol style="list-style-type: none"> 1. The Person or persons or other legal entity or entities an aggregate fee simple interest in a Lot or Lots; and 2. The purchaser of a Lot under an executory contract of sale. <p>Section 3. “Common Area” shall mean all real property and improvements owned or leased by Riviera, or in which Riviera has an easement (excepting easements for maintaining Lots), for the use and enjoyment of the members.</p> <p>Section 4. “Lot” shall mean a portion of the Lake Josephine Riviera Subdivision as defined in the</p>	<p>All terms defined in the Covenants are removed. They only need to be defined once, and are referenced here.</p> <p>Associate Members have no rights as property owners in the Covenants, so are also defined here.</p> <p>Member in good standing is more narrowly defined to relate only to payment.</p>	<p>ARTICLE II – DEFINITIONS</p> <p>Definitions shall be as defined in the Declaration of Protective Covenants, Conditions, Restrictions, Easements and Reservations for the Lake Josephine Riviera Subdivision, or as defined by statute. Additional Definitions are:</p> <p>“Associate Member” shall mean individuals or corporations who do not own Riviera property in the Riviera Community Club, but who have been approved by the Board of Trustees for the SOLE purpose of using and enjoying the Riviera Common Areas and Amenities (excluding access to Lake Josephine Riviera Water) on a yearly basis upon payment of an annual fee as determined and set by the Board.</p> <p>“Good Standing” or “Member in Good Standing” shall mean that a Member is not delinquent in payment</p>
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covenants, which is a legally described parcel of real property or is designated as a Lot or tract on any recorded Subdivision plat, whether or not improved. Lot shall not include any Common Area or Amenities.

Section 5. "Member" shall mean any person who is a member of the Riviera Club, Inc. pursuant to Section 4.06 of the Covenants.

Section 6. "Associate Member" shall mean individuals or corporations who do not own Riviera property and who are otherwise ineligible for membership or voting privileges in the Riviera Community Club, but who have been approved by the Board of Trustees for the SOLE purpose of using and enjoying the Riviera facilities on a yearly basis upon payment of an annual fee as determined and set by the Board of Trustees in connection with the annual budget.

Section 7. "Covenants" shall mean and refer to Declaration of Protective Covenants, Easements, Conditions, and Restrictions, applicable to Riviera as recorded in the Office of Pierce County Auditor, Pierce County, Washington under Auditor's Fee No. 9907210373.

Section 8. "Lien" shall mean a legal document substantially in the form of a labor and material lien filed with the County Auditor against a member's Lot or Lots. A lien shall be filed to secure payment in the event any owner fails to pay, within 30 days, all fees and assessments, penalties or charges of Riviera, as further defined, authorized, and set forth in Section 5.04 of the Covenants.

Section 9. "Assessments" Assessments shall mean annual dues, special assessments, and fees.

Section 10. "Member in Good Standing" shall mean a member who is neither delinquent in the payment of their assessments as defined above nor been found to be in violation of any of the Covenants, Rules, or Regulations of the Riviera after Notice and Opportunity for a Hearing as set forth in the Covenants.

Member in Good Standing redefined to mean only delinquent.

of any Assessment, fee, penalty or other charges more than 60 days.

Section 11. "Manager" shall mean the General Manager employed by the Riviera.		
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Article III

<p>ARTICLE III – MEMBERSHIP</p> <p>Section 1. Members. Every Owner of a Lot within the Lake Josephine Riviera Subdivision and every Owners spouse or state registered domestic partner defined in RCW 26.60.030 shall be a member of Riviera. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.</p> <p>Section 2. Associate Members. Individuals or corporations, as defined in Article II, Section 6, not otherwise qualifying as a member, who seek the use and enjoyment of the Riviera facilities and Common Area, must make application to the Riviera Board of Trustees. In addition, applicants must be sponsored by a current Riviera member in good standing, and otherwise meet the current eligibility criteria set by the Board in its Policies and Procedures manual. Approval by the Board must be recorded in the Corporate Minutes and such membership will continue annually upon payment of the annual fee related thereto or until terminated by either party on thirty (30) days written notice. Associate Members shall have the right to use all Riviera Common areas and facilities, including but not limited to the right to purchase annual golf memberships on the same terms as offered to members. Associate members do NOT have voting rights and the total membership hereunder shall not exceed seventy (70). There shall be prorating of the fee for first time associate members only.</p> <p>Section 3. Members Right to Use Common Area. Members and associate members in good standing, their family, and their guests shall have the right and a</p>	<p>Member expanded to include legal entities.</p> <p>Ability to accommodate associate members is expanded, with power to approve them delegated to the manager.</p> <p>Section 3. Members<u>Member's</u> Right to Use Common Area-Areas and Amenities. <u>Members and Associate</u> Members and associate members in good standing<u>Good Standing</u>, their family, and their guests shall have the right and a nonexclusive easement of enjoyment in and to the Common</p>	<p>ARTICLE III – MEMBERSHIP</p> <p>Section 1. Members. Every Owner of a Lot within the Lake Josephine Riviera Subdivision and every Owner's spouse or state registered domestic partner defined in RCW 26.60.030 shall be a Member of Riviera. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. If a Lot is owned by a corporation, trust, partnership or other legal entity, only one natural person and his/her Immediate Family may be a Member and have use of the Common Areas and Amenities. The entity which owns the Lot shall designate in writing to the Association the natural person who shall be entitled to all of the rights and privileges of membership.</p> <p>Section 2. Associate Members. Individuals or corporations, as defined in Article II, not otherwise qualifying as Members, who seek the use and enjoyment of the Riviera facilities and Common Areas and Amenities, must make application to the Riviera Board. Such membership will continue annually upon payment of the annual fee related thereto or until terminated by either party on thirty (30) days' written notice. Associate Members shall have the right to use all Riviera Common Areas and Amenities. Associate Members do NOT have voting rights. The Board may establish rules and procedures regarding the acceptance or removal of Associate Members, and regarding the obligations, fees and privileges of Associate Members. There may be prorating of the annual assessment for first time Associate Members. There may be additional fees associated with application and initiation for membership. The Board may establish different levels of Associate Members, with different fees and privileges to use Common Areas and Amenities, and may establish fees and privileges</p>
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nonexclusive easement of enjoyment in and to the Common Area, and Amenities, and for ingress and egress over and through the Common Area. A member may assign to a renter of the member's lot the member's right to use and enjoy Riviera common areas and facilities, including but not limited to the right to purchase annual golf, campground and/or marina memberships on the same terms as other members. A member may not assign their right to vote. Renters may use the Common Areas and amenities only if released in writing by the Owner/Member to do so. Owners who release their right to renters no longer have rights to use the Common Area themselves in connection with that Lot. To be effective, an assignment of a member's rights to a renter must be made in writing with a copy of the assignment instrument delivered to the General Manager.

Section 4. Right to a Fair Hearing. A member reasonably believed by a majority of the Board of Trustees to be in violation of any provision of the Covenants, Bylaws, Rules, Regulations or Procedures of the Riviera, (excluding the payment of any assessment), shall be given notice of the alleged violation. The member shall have the opportunity for a hearing as set forth in Article I of the Covenants prior to the commencement of any enforcement action or the imposition of any penalty. All such notices must be in writing and all findings of a violation must be supported by a preponderance of the evidence (See Article I of the Covenants.)

Section 5. Lots with Multiple Owners. In the event more than one person or entity owns a lot, it shall be the responsibility of said owners to designate which party shall exercise the vote for the lot.

Section 6. Lots Owned by a Corporation or Partnership. In the event that a corporation or partnership owns a lot or lots, then the entity shall have the right to designate in writing to the Riviera for each such lot it owns, not

~~Area, Areas~~ and Amenities, and for ingress and egress over and through the Common ~~Area, Areas.~~ A ~~member~~ Member may assign to a ~~renter~~ Renter of the ~~member's lot~~ Member's Lot, the ~~member's~~ Member's right to use and enjoy ~~Riviera common areas~~ Subdivision Common Areas and ~~facilities~~ Amenities, including but not limited to the right to purchase annual golf ~~club membership~~, campground and/or marina memberships on the same terms as other ~~members~~ Members. A ~~member~~ Member may not assign their right to vote. ~~(which does not affect their right to vote by proxy).~~ Renters may use the Common Areas and ~~amenities~~ Amenities only if ~~released~~ assigned in writing by the ~~Owner~~ Member to do so. ~~Owners~~ Members who ~~release~~ assign their right to ~~renters~~ Renters no longer have rights to use the Common ~~Area~~ Areas and Amenities themselves in connection with that Lot. To be effective, an assignment of a ~~member's~~ Member's rights to a ~~renter~~ Renter must be made in writing with a copy of the assignment instrument delivered to the ~~General Manager.~~ Riviera Business Office.

All hearing provisions moved to new enforcement and dispute resolution section in Covenants.

Owners of multiple lots and corporation owned lots moved to voting section.

for use of the Common Areas and Amenities by guests and members of the general public. The Board may delegate to the General Manager the authority to approve or reject Associate Members.

Section 3. Member's Right to Use Common Areas and Amenities. Members and Associate Members in Good Standing, their family, and their guests shall have the right and a nonexclusive easement of enjoyment in and to the Common Areas and Amenities, and for ingress and egress over and through the Common Areas. A Member may assign to a Renter of the Member's Lot, the Member's right to use and enjoy Subdivision Common Areas and Amenities, including but not limited to the right to purchase annual golf club membership, campground and/or marina memberships on the same terms as other Members. A Member may not assign their right to vote (which does not affect their right to vote by proxy). Renters may use the Common Areas and Amenities only if assigned in writing by the Member to do so. Members who assign their right to Renters no longer have rights to use the Common Areas and Amenities themselves in connection with that Lot. To be effective, an assignment of a Member's rights to a Renter must be made in writing with a copy of the assignment instrument delivered to the Riviera Business Office.

<p>more than three (3) persons each of whom shall be entitled to all of the rights and privileges of member, provided, however, only one vote is permitted for each lot.</p>		
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Article IV

<p>ARTICLE IV – MEETING OF MEMBERS</p> <p>Section 1. Annual meeting of Members. Riviera shall hold an annual meeting each year pursuant to Section 4.02 of the Covenants.</p> <p>Section 2. Special Meetings of the Members. Special meetings shall be called upon the request of the President, a majority of the Trustees or upon a written request for the same signed by the Owners of 10% of the Lots.</p> <p>Section 3. Notice of Meetings of the Members. Written notice of each annual or special meeting of the Members shall be sent by or at the direction of the Secretary or other appointee authorized to call the meeting to all Members in good standing. Notice of all meetings shall describe the date, time, location, and purpose of the meeting. Each written notice shall be mailed to the Members in good standing at their address as shown on the corporate records, no more than 60 days and not less than 14 days prior to the date fixed for the meeting.</p> <p>Section 4. Quorum. Ten percent (10%) of all Lots represented either in person or by proxy at any annual or special membership meeting shall constitute a quorum.</p> <p>Section 5. Proxies. At all meetings of the members, each member in good standing may vote in person or by proxy. All proxies shall be in writing and filed with the Corporate Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.</p> <p>Section 6. Parliamentary Procedures. At all</p>	<p>Sections 1 and 2 are combined.</p> <p>Method of providing notice is covered in the Covenants.</p> <p>Time for notice is as provided by statute</p> <p>Quorum is not changed.</p>	<p>ARTICLE IV – MEETING OF MEMBERS</p> <p>Section 1. Annual and Special Membership Meetings. Riviera shall hold an annual meeting of the Members each year, on a date as determined by the Board. The Board will designate the location of meetings of the Members and Trustees. Riviera shall also call special meetings upon the request of the President of the Board, a majority of the Trustees, or upon written request signed by the Owner(s) of 10% of the Lots. Notice of all meetings of Members shall be sent by Riviera to all Lot Owners. Any budget ratification meeting may be combined with any other meeting of the Membership.</p> <p>Section 2. Notice of Meetings of the Members. Written notice of each annual or special meeting of the Members shall be provided by or at the direction of the Board to all Members. Notice of all meetings shall describe the date, time, location, and purpose of the meeting, including the business to be placed on the agenda by the Board for a vote by the Owners, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in Assessment obligation, and any proposal to remove a Trustee.</p> <p>Section 3. Notice of Association Meetings. Not less than fourteen (14) nor more than sixty (60) days in advance of any meeting of the Association, the Secretary or other officers specified in the Bylaws shall provide written notice to each Owner of record by:</p> <p>(a) Hand-delivery to the mailing address of the Owner or other address designated in writing by the Owner;</p>
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<p>meetings of this Corporation, where not otherwise specified in the Bylaws or Procedures, Robert's Rules of Order, Revised, will be used. A parliamentarian shall be in attendance at each annual meeting.</p>	<p>Provides for electronic notice to owners if the owner wants. Owners must "opt in" to electronic notice. This is as allowed by the non-profit corporation act, and uses language from the Washington Common Interest Ownership Act (WUCIOA).</p> <p>Agenda provided for.</p> <p>Quorum is unchanged</p> <p>Proxy voting is allowed per statute</p>	<p>(b) Prepaid first-class United States mail to the mailing address of the Owner or to any other mailing address designated in writing by the Owner; or</p> <p>(c) Electronic transmission to an address, location, or system designated in writing by the Owner. Notice to Owners by an electronic transmission complies with this section only with respect to those Owners who have delivered to the Secretary or other officers specified in the Bylaws a written record consenting to receive electronically transmitted notices. An Owner who has consented to receipt of electronically transmitted notices may revoke the consent at any time by delivering a written record of the revocation to the secretary or other officer specified in the Bylaws. Consent is deemed revoked if the secretary or other officer specified in the Bylaws is unable to electronically transmit two consecutive notices given in accordance with the consent.</p> <p>Section 4. Agenda. The agenda for the Annual Meeting shall be as follows:</p> <ul style="list-style-type: none"> a) Call to Order b) Proof of Notice c) Establish a Quorum d) Reports of Officers e) Reports of management f) Reports of Committees (if any) g) Ratification of the Association Budget (if any) h) Election of Trustees i) Unfinished Business j) New Business k) Adjournment <p>Section 5. Quorum. Ten percent (10%) of all Lots represented either in person or by proxy at any annual or special membership meeting shall constitute a quorum.</p> <p>Section 6. Voting.</p> <ul style="list-style-type: none"> a) Voting in Person and Proxy. At all meetings of the Members, each Member in Good Standing may vote in person or by proxy. Lots owned jointly by more than one individual or entity shall be entitled to only one vote per Lot as
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	<p>Provides more clarity on process to vote by mail.</p> <p>Allows for combining votes by mail and votes in person at a meeting, which is allowed by statute.</p> <p>Statutes allows communities to continue to collect written votes. The timeline of eleven months is from WUCIOA.</p> <p>Allows electronic voting in the future</p> <p>Continues practice of allowing suspension of voting rights for delinquent owners</p> <p>For the future, prohibits votes for association owned lots. Those lots will be disregarded.</p>	<p>shown on the original plat maps. Owners of multiple Lots may cast one vote for each Lot they own. If the Owners of a Lot cannot agree on their vote, it shall be disregarded.</p> <p>b) Voting by Mail. For matters other than election of Trustees, the Board may elect to have Members vote at a meeting, by mail or by electronic means. Ballots must be mailed (or provided electronically if an Owner accepts Notice electronically) to all Owners, and returned by a specific date not less than 21 nor more than 50 days. Votes by mail may be combined with votes taken or received at the meeting for any matter.</p> <p>c) A quorum for a vote by mail shall be ten percent (10%) of those eligible to vote. If the Association does not receive a sufficient number of votes to constitute a quorum or to approve any proposal by the date and time established for return of ballots, the Board may extend the deadline for a reasonable period, not to exceed eleven months, upon further notice to all Members. In that event, all votes previously cast on the proposal must be counted unless subsequently revoked by the Members.</p> <p>d) Voting by Electronic Means. In addition to a vote by mail, the Board may elect to allow voting by electronic means through any secure system that ensures that each eligible Member can only vote once. Such votes may be combined with votes received by mail or taken or received at a meeting.</p> <p>e) The Board may suspend the voting rights of a Member that is delinquent more than 60 days on any Lot for non-payment of any monthly, annual or special dues, expenses, Assessments, fees, fines, water charges, or other charges that may be levied against that Owner or Lot from time to time by Riviera until their account is fully paid. Payments are not considered paid until they are deposited and accepted into the Association's bank account.</p>
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	<p>Delinquent owners get notice of meetings, but do not get to vote unless they pay.</p> <p>Proxies are defined as provided by statute</p>	<ul style="list-style-type: none"> f) No votes shall be cast by Lots owned by the Association, or for any Lots delinquent more than 60 days. Such Lots shall be disregarded for purposes of calculating quorum and percentages of approval. g) Ballots need not be sent to Lots delinquent more than 60 days, but Notices of elections and meetings shall be sent. h) In the event more than one person or entity owns a Lot, it shall be the responsibility of said Owners to designate which party shall exercise the vote for the Lot. i) Except for the Election of Trustees, voting may be done by written ballots, or any other reasonable means as adopted by the Board. <p>Section 7. Proxies. All proxies shall be in writing and filed with the Corporate Secretary in advance of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot. Proxies must be executed by the Lot Owner and dated, and unless stated specifically on the proxy, shall be valid only for eleven months.</p> <p>Section 8. Minutes of Association Meetings. Minutes shall be kept of each meeting, which shall include a record of all votes taken. The Association must make available to each Owner of record, for examination and copying, draft minutes from the previous Association meeting not more than sixty (60) days after the meeting. Minutes of the previous Association meeting must be approved at the next Association meeting.</p> <p>Section 9. Parliamentary Procedures. At all meetings of the Association, where not otherwise specified in the Bylaws or Procedures, Robert's Rules of Order, Revised, will be used.</p>
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ARTICLE V

<p>ARTICLE V – BOARD OF TRUSTEES, SELECTION, TERM OF OFFICE</p> <p>Section 1. Number. The Board of Trustees, consisting</p>	<p>Number of board members remains the same. If there are vacancies, they are filled</p>	<p>ARTICLE V – BOARD OF TRUSTEES</p>
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<p>of no more than five (5) members, shall govern Riviera. Three (3) Trustees shall constitute a quorum on all Board matters. In the event of a vacancy on the Board of Trustees, the remaining Trustees shall fill the Board vacancy by the appointment of a new member or members within thirty (30) days from resumes requested from and submitted by the membership. Appointed Board members shall serve until the next general Board election. In the event the number of Board members shall fall to less than three (3) a special election shall be held to add additional Board members using the procedures set forth for the election of Trustees at an annual meeting.</p> <p>Section 2. Term of Office. Each Trustee shall hold office for two (2) years. If any Trustee is unable or unwilling to complete their term, said Trustee's term shall be filled by a majority vote of the remaining Trustees, and said appointee shall serve until the next election. No trustee may serve more than two consecutive terms. The terms shall be staggered so that not more than three (3) trustee positions are voted on at each annual meeting of the members of Riviera. To maintain the stagger, if necessary, the candidate receiving the least number of votes shall serve a term of one (1) year. Under no circumstances shall a member serve as trustee for more than five consecutive years.</p> <p>Section 3. Removal by members. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members in good standing present in person or by proxy at an annual or special meeting called for that purpose at which a quorum is present. A member of the Board NOT in good standing shall automatically be considered to have vacated his position without necessity for a formal vote to be taken for his/her removal.</p> <p>A. A Trustee against whom a removal action has been brought shall not participate in any part of the removal meeting procedure, including giving notice of the meeting and/or counting the votes cast at the</p>	<p>according to nonprofit corporation act, as noted below.</p> <p>Adds qualifications. Must have ownership interest, must not be delinquent, must not be convicted criminal or otherwise be prohibited from being insured.</p> <p>Terms changed to 3 years (below) and term limits remain in place</p> <p>Restricts a single lot or family from having multiple board seats.</p> <p>Adds duty of care as provided by statute.</p> <p>Keeps ability of owners to remove trustees; moves that to the section on election of board members. Keeps and expands automatic removal in that section.</p>	<p>Section 1. Number. The Board, consisting of five (5) Members, shall govern Riviera. Three (3) Trustees shall constitute a quorum for all Board meetings.</p> <p>Section 2. Qualifications. Trustees must be Owners, shareholders of corporations that are Owners, partners of Partnerships that are Owners, Trustees or Beneficiaries of trusts that are Owners, or have a comparable relationship to an Owner.</p> <p>No Member shall be eligible to run for election or to be appointed to the Board who is delinquent in the payment of the Assessments, fees, fines, penalties, water charges and other charges; or who is not otherwise a Member in good standing. Trustees representing Lots that are delinquent more than 60 days are not qualified to serve, and may not be elected.</p> <p>No person shall be qualified to serve on the Board who has been convicted of any crime which would disqualify them for any license required of a Trustee, or would disqualify them from coverage under any insurance provided to the Association. Refusal to agree to a criminal background check disqualifies a person from being eligible to serve on the Board.</p> <p>No more than one representative from a single Lot may serve on the Board at the same time. Only one Immediate Family member, or one member holding any interest in a single business entity, shall be eligible to seek election for or serve as a Trustee at the same time.</p> <p>No Association employee or their immediate family may serve as a Trustee.</p> <p>Section 3. Duty of Care. The Board shall act in all instances on behalf of Riviera. In the performance of their duties, the officers and Members of the Board shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under chapter 24.03 RCW. In fulfilling their duties, Trustees shall make adequate inquiry, and use objective information.</p> <p>Section 4. Code of Ethics</p>
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<p>meeting. The Trustee, however, may attend the meeting, vote at the meeting and speak to the Members present at the meeting.</p> <p>B. Proxies used to vote on a motion for removal of the Trustee shall be in writing and shall be delivered to a neutral Member in Good Standing selected by the Board of Trustees and approved by the person or persons requesting the removal action.</p> <p>C. The voting procedure in any removal action shall substantially conform to the procedure used for the Election of Trustees and set forth in Article VI Section 3.</p> <p>Section 4. Compensation. No Trustee shall receive compensation for any service they may render Riviera. However, any Trustee may be reimbursed for their actual out-of-pocket expenses incurred in the performance of their duties.</p> <p>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.</p> <p>Section 6. Ineligibility of Employees. No Riviera employee or their immediate family shall serve as a Riviera Trustee.</p> <p>Section 7. Ineligibility of Related Parties. Only one member of a family related by blood or sharing the same household shall be eligible to seek election for or serve as a Trustee at the same time.</p>	<p>Adds a code of ethics for board members.</p> <p>Keeps provisions about compensation, moves to end of this section</p> <p>Keeps ability to act without a meeting, moved to next section</p> <p>Keeps prohibition on employees serving on the board</p>	<p>Board members should:</p> <ol style="list-style-type: none">a) Strive at all times to serve the best interests of the Association as a whole regardless of their personal interests.b) Use sound judgment to make the best possible business decisions for the Association, taking into consideration all available information, circumstances and resources.c) Act within the boundaries of their authority as defined by law and the governing documents of the Association.d) Provide opportunities for Occupants to comment on decisions facing the Association.e) Perform their duties without bias for or against any individual or group of Owners or non-Owner Occupants.f) Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the Association.g) Allow criminal background and other investigations to confirm eligibility to serve on the Board.h) Conduct open, fair and well-publicized elections.i) Always speak with one voice, supporting all duly-adopted Board decisions—even if the Board member was in the minority regarding actions that may not have obtained unanimous consent. <p>Board members should not:</p> <ol style="list-style-type: none">1) Reveal confidential information provided by contractors or share information with those bidding on Association contracts unless specifically authorized by the Board.2) Make unauthorized promises to a contractor or bidder.3) Advocate or support any action or activity that violates a law or regulatory requirement.4) Use their positions or decision-making authority for personal gain or to seek
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	<p>Adds a communication policy to outline how members can get issues before the board for consideration.</p>	<p>advantage over another Owner or non-Owner Occupant.</p> <ol style="list-style-type: none"> 5) Spend unauthorized Association funds for their own personal use or benefit. 6) Accept any gifts—directly or indirectly—from Owners, Occupants, contractors or suppliers. 7) Misrepresent known facts in any issue involving Association business. 8) Divulge personal information about any Association Member, Occupant or employee that was obtained in the performance of Board duties. 9) Make personal attacks on colleagues, staff or Occupants. 10) Interfere with the Manager’s oversight and supervision of any Association employee or vendor. 11) Harass, threaten or attempt through any means to control or instill fear in any Board member, Lot Owner, Occupant, employee or contractor. 12) Reveal to any Lot Owner, Occupant or other third party the discussions, decisions and comments made at any meeting of the Board properly closed or held in executive session. <p>Section 5. Communication Policy: In order to facilitate effective communications,</p> <ol style="list-style-type: none"> a) All requests, comments and complaints shall be directed to the manager or Board President in writing. b) The routine policy of the Association to respond to communications shall be: <ol style="list-style-type: none"> i. Written communications received more than seven calendar days prior to a Board meeting will be placed on the Board meeting agenda. ii. Management will collect pertinent information related to the matter and provide to the Board for its consideration. iii. Owners will be given the opportunity to comment at the Board meeting.
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		<ul style="list-style-type: none">iv. Time permitting, the matter will be considered at the Board meeting.c) The Board may consider matters at a special meeting if necessary, at the Board's discretion.d) Requests to the Board must identify the person making the request, and the Lot they reside on. Anonymous complaints will not be considered by the Board.e) Phone calls, emails and communications with individual Board members will not be considered by the Board. Individual Board members do not have the authority to take action on their own. An individual Board member may pass a communication received on to the manager or the Board.f) Individual Board members cannot make decisions for the Board. Verbal assurances from individual Board members are not representations of the Board. Actions of the Board must be reflected in the approved Board meeting minutes, or in other direct written communication from the Board. <p>Section 6. Compensation. No Trustee shall receive compensation for any service they may render to Riviera. However, any Trustee may be reimbursed for their actual out-of-pocket expenses incurred in the performance of their duties.</p>
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ARTICLE VI

ARTICLE VI – ELECTION OF TRUSTEES

Section 1. Election to the Board of Trustees shall be by secret written ballot. At such election, the members in good standing or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 2. No member shall be eligible to run for election to the Board of Trustees who is delinquent in the payment of his assessments, fees, penalties, and other charges; or who is not otherwise a member in good standing.

Section 3. The procedure to be used to conduct a vote of the Members at any annual or special meeting of the Members, including but not limited to a meeting to elect members of the Board of Trustees, shall be as follows:

A. The Board of Trustees shall appoint a nominating committee to solicit candidates to run for the Board of Trustees, if applicable, and to conduct the balloting at the meeting. The following persons shall not be a member of the nominating committee.

1. A current Trustee
2. A candidate running for the Board of Trustees
3. An employee of Riviera or
4. Any immediate family member of 1, 2, or 3 above.

B. The Board of Trustees shall select a Chair of the nominating committee from the committee members appointed and may delegate to the Chair the power to select some or all of the nominating committee

Eliminates requirement for secret ballot, but still allows it. Our law office dislikes secret ballots, because it is not possible to verify a vote. We also added provision that a majority of votes must approve election of a candidate when there are not more candidates than positions. We don't want an undesirable candidate to automatically be put on the board just because there are no other volunteers.

Condolaw recommends that a current trustee (not up for election) be on the committee. They know what is required of the position.

Changes so that the manager is who keeps records of the members, not the committee. This is actual practice.

Clarifies that nominations cannot be made from the floor at the meeting, but only through the committee process.

ARTICLE VI -- ELECTION OF TRUSTEES

Section 1. Election. Election to the Board shall be by written ballot. At such election, the Members in Good Standing or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If there are not more candidates than positions to be filled, a candidate must receive a majority of the votes cast to be elected.

Section 2. Trustee Election Process. The procedure to elect Members of the Board, shall be as follows:

A. The Board shall appoint a Nominating/Election Committee to solicit candidates to run for the Board, if applicable, and oversee the voting at the meeting. The following persons shall not be on the Nominating/Election Committee.

1. A current Trustee who is seeking reelection
2. A candidate running for the Board
3. An employee of the Association or
4. Any Immediate Family member of 1, 2, or 3 above.

B. The Board shall select a Chair of the Committee and may delegate to the Chair the power to select some or all of the Committee members.

C. The Manager, under the direction of the Committee, shall be responsible for the registration of all Members in Good Standing that may vote at the meeting.

D. The Nominating/Election Committee may solicit candidates to run for the Board. Nominations will not be accepted from the floor at the meeting.

E. The Nominating/Election Committee shall be responsible to collect and tabulate all ballots and proxies submitted, with the assistance of the Manager.

<p>members.</p> <p>C. The election committee, under the direction of the Chair, shall be responsible for the registration of all Members in Good Standing that intend to the vote at the meeting.</p> <p>D. The Board of Trustees shall appoint an election committee to solicit candidates to run for the Board of Trustees, if applicable, and to conduct the balloting at the meeting . The following persons shall not be a member of the election committee.</p> <ol style="list-style-type: none"> 1. A current Trustee 2. A candidate running for the Board of Trustees 3. An employee of Riviera; or 4. Any immediate family member of 1, 2 or 3 above <p>E. The committee, under the direction of the Chair, shall be responsible to collect and tabulate all ballots and proxies submitted for the election.</p> <p>F. All decisions concerning the validity of any ballot or proxy or the tabulation of votes shall be made by the Chair of the committee. In making a decision regarding the validity of a ballot due to a ballot error or ambiguity, the Chair shall use a standard that prefers allowing votes eligibility if the voter's intent can be reasonably determined.</p> <p>G. The Chair of the Election Committee shall certify to the presiding officer at the meeting that a quorum of Members in Good Standing was present at the meeting and the results of the balloting. At the close of the meeting the Chair shall file a full report with the Secretary certifying the following:</p> <ol style="list-style-type: none"> 1. The number of lots entitled to cast one vote at the meeting. 2. The number of lots present in person 	<p>Provides the full committee decides about ballots, proxies or totals, not just the committee chair.</p> <p>We eliminated separate nomination and election committees. These should be the same committee.</p> <p>Board terms are moved here. Terms are 3 years, with no more than 2 terms in a row. With a board of 5, you would never elect more than 2 full terms in any year, but could have vacancies to be filled for partial terms.</p>	<p>F. All decisions concerning the validity of any ballot or proxy or the tabulation of votes shall be made by the Committee. In making a decision regarding the validity of a ballot due to a ballot error or ambiguity, the Committee shall use a standard that allows votes to be eligible if the voter's intent can be reasonably determined.</p> <p>G. The Chair of the Committee shall certify to the presiding officer at the meeting that a quorum of Members in Good Standing are voted in person or by proxy, and shall report the results of the balloting. At the close of the meeting the Chair of the Committee shall file a full report with the Secretary or Designee certifying the following:</p> <ol style="list-style-type: none"> 1. The number of Members (by number of Lots) present, who voted and the percentage that number represents of the total number of eligible Members (Lots) in the Subdivision. 2. The number of Members (by number of Lots) entitled to cast votes at the meeting. 3. The results of the election, including the names of all candidates and the votes each received. 4. A full report on any procedural challenges or other matters brought to the attention of the Committee Chair during the voting process, including a description of the challenge made, the evidence considered, and the action taken by the Committee. <p>Section 3. Term of Office. Each Trustee shall hold office for three (3) years. The terms shall be staggered so that no more than two positions are elected each year, except as needed to fill unexpired terms. No Trustee may be elected to more than two consecutive terms. No Trustee shall serve for more than six consecutive years following their election. If a Trustee has a break in service on the Board, they may serve additional terms.</p>
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<p>or by proxy at the meeting and the percentage that number represents of the total number of lots entitled to vote at the meeting.</p> <p>3. The results of the election or vote held, and a complete tabulation of the votes on each matter under consideration.</p> <p>4. A full report on any procedural challenges or other matters brought to the attention of the Chair during the voting process, including a description of the challenge made, the evidence considered, and the action taken by the Chair.</p>	<p>Last paragraph on right clarifies that Trustees appointed to the board serve only until the next election.</p> <p>Removal procedure is mostly the same, but a trustee whose removal is sought is allowed to attend the meeting, vote on their own removal, and speak to the members before the vote is taken.</p> <p>The trustee is not allowed to review ballots to discovery who voted for or against removal.</p> <p>Expands automatic removal criteria.</p>	<p>In the event that elections are required to fill more than two positions, the two candidates receiving the highest number of votes shall fill full three-year terms going forward, and the remaining positions filled shall expire after one year.</p> <p>Section 4. Removal by Members. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members present in person or by proxy at an annual or special meeting called for that purpose at which a quorum is present. A Trustee against whom a removal action has been brought shall not participate in any part of the removal meeting procedure, including giving notice of the meeting and/or counting the votes cast at the meeting. The Trustee, however, may attend the meeting, vote at the meeting and speak to the Members present at the meeting before the vote is taken.</p> <p>Proxies used to vote on a motion for removal of the Trustee shall be in writing and shall be delivered to and counted by neutral Members in Good Standing selected by the Board and approved by the person or persons requesting the removal action. Those Members shall count and certify the vote. Board members, who's removal is considered, are not entitled to review the ballots to know how each member voted.</p> <p>Section 5. Automatic Removal of Trustees.</p> <p>(a) A Trustee's position shall be deemed vacant if:</p> <ol style="list-style-type: none"> a. the Trustee is no longer qualified to serve as a Trustee; b. the Trustee misses two consecutive meetings of the Board without prior approval by the Board. c. an immediate family Member becomes an employee of Riviera. d. the Trustee (or the Owner to which the Trustee is associated) becomes delinquent more than 60 days and fails to cure such delinquency within
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	<p>If the community removes a trustee, it then votes on a replacement immediately.</p> <p>Other vacancies are filled by appointment of the remaining board as provided by the nonprofit corporation act, to serve until the next election.</p>	<p>30 days of Notice of such delinquency.</p> <p>Section 6. Vacancies. Vacancies created by removal of a Trustee(s) by a vote of the membership shall be filled by election immediately following the removal process, and the persons so elected shall serve the unexpired term of the Trustee.</p> <p>If any Trustee is unable or unwilling to complete their term, said Trustee's term shall be filled by a majority vote of the remaining Trustees (even if they do not constitute a quorum), and said appointee shall serve until the next election. Persons who were not eligible to run for re-election due to term limits may at any later date be appointed to vacant positions by the Board.</p>
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ARTICLE VII

<p>ARTICLE VII – MEETING OF TRUSTEES</p> <p>Section 1. Corporate Meetings. Corporate meetings of the Board of Trustees shall be held at such place and hour as may be fixed from time to time by a resolution of the Board. A minimum of one corporate meeting a month will be scheduled, except in December, to transact business by the Board of Trustees. Board members may participate in any meeting of the Board by telephone or by any other reasonable means of electronic participation.</p> <p>Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of Riviera or by the majority of Trustees, after not less than three (3) days oral or written notice to each Trustee.</p> <p>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, and properly scheduled, meeting at which a quorum is</p>	<p>The Board expects to continue to meet at least monthly, but don't want to require monthly meetings during slow season or when things are going smoothly.</p> <p>Adds a notice to the members provision so that the members can know if a special board meeting will be held.</p> <p>Sets out open meeting standards as required by statute.</p>	<p>ARTICLE VII – MEETINGS OF TRUSTEES</p> <p>Section 1. Trustee Meetings. Meetings of the Board shall be held at such place and hour as may be fixed by the Board. A minimum of one meeting per quarter will be scheduled. Board Members may participate in any meeting of the Board by telephone or by any other means of electronic participation where they can hear and be heard by the rest of the Board.</p> <p>Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President or by a majority of Trustees, after not less than three (3) days' Notice to each Trustee. Notice of Board meetings shall be posted at the RCC Business Office, and shall be posted electronically to the Riviera website when notice is given to the Board members.</p> <p>Section 3. Open Meetings. Meetings must be open to the Members except during executive sessions, but the Board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting. The Board shall keep minutes of all</p>
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<p>present shall be regarded as the act of the Board.</p> <p>Section 4. Minutes. Official minutes of all meetings shall be kept by, or under the direct oversight of the Secretary. Minutes shall reflect therein all official actions taken through Motions made and approved or rejected by a majority of the Trustees. Minutes shall be typed and available for review and acceptance by the Trustees prior to the next scheduled Board meeting; and shall be appropriately posted for membership review immediately thereafter. Meeting minutes that discuss Riviera personnel shall be appropriately redacted before posting for membership review. All corporate meetings of the Board of Trustees shall be tape recorded. Additionally, written minutes of all meetings of the Board of Trustees shall be prepared, identified by date and signed by all Trustees in attendance at the meeting. A Board member may approve the minutes of any meeting by email, facsimile or other similar form of confirmation. Written meeting minutes shall be maintained permanently.</p> <p>Section 5. Voting. All Board members present at a Board meeting shall cast a vote on all issues before the Board, unless the Board member is recused from considering the issue due to conflict of interest in which case the Board member shall abstain. The vote of any Board member on any motion made may be submitted or approved by email, facsimile or other similar form of confirmation</p>	<p>Sets out ability to close the meeting as provided by statute.</p> <p>Provides for notice of regular meetings to owners as well.</p> <p>As provided by statute, allows for action outside of meetings where every board members agrees to the action, with the action ratified at the next board meeting.</p>	<p>actions taken by the Board, which shall be available to all Members.</p> <p>Upon the affirmative vote in open meeting to assemble in closed session, the Board may convene in closed executive session to consider labor or personnel matters; consult with legal counsel or consider communications with legal counsel; discuss likely or pending litigation; discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated (including the review of bides or proposals); matters involving possible violations of the Riviera governing documents; matters involving the possible liability of an Owner to the Association; and to prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person. 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 shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified.</p> <p>The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.</p> <p>Section 4. Notice of Board Meetings. Owners shall be informed of meetings of the Trustees through a community website, posting on a bulletin board in the Riviera Business Office, or by email if requested by an Owner.</p> <p>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. Such actions shall be ratified at the next Board meeting, and reflected in the meeting minutes.</p>
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	<p>Keeps the quorum requirement at 3.</p> <p>Keeps the ability to attend electronically or by phone as provided by statute.</p> <p>Keeps the board secretary as responsible for the minutes, even if management prepares them. Sets a timeline for their production.</p> <p>Clarifies that trustees must vote on matters if present at a meeting, and that trustees may not use proxies or absentee ballots to vote.</p> <p>This section is taken directly from the new Washington Common Interest Ownership Act. It gives owners 90 days after meeting minutes or other notice are given to owners for them to challenge a board action.</p>	<p>An email or other electronic transmission counts as a writing.</p> <p>Section 6. Quorum. Three (3) 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, and properly scheduled, meeting at which a quorum is present shall be regarded as the act of the Board.</p> <p>Section 7. Alternate Means of Attendance. Board members may participate in a regular or special meeting by or conduct a meeting through the use of any means of communication by which all Board members participating can hear each other during the meeting. A Board member participating in a meeting by these means is deemed to be present in person at the meeting.</p> <p>Section 8. Board Meeting Minutes. Official minutes of all meetings shall be kept by, or under the direct oversight of the Secretary. Minutes shall reflect therein all official actions taken through motions made and approved or rejected by a majority of the Trustees. Minutes shall be typed and available for review and acceptance by the Trustees prior to the next scheduled Board meeting; and shall be appropriately posted for membership review after Board approval. Meeting minutes that discuss Riviera personnel or disciplinary actions against Members shall be appropriately redacted before posting for membership review. Written meeting minutes shall be maintained permanently.</p> <p>Section 9. Voting. All Trustees present at a Board meeting shall cast a vote on all issues before the Board, unless the Trustee is recused from considering the issue due to conflict of interest in which case the Trustees shall abstain. Trustees may not use proxies or absentee ballots for voting at Board meetings.</p> <p>Section 10. Challenges to Board Action. Even if an action by the Board is not in compliance with this Article, it is valid unless set aside by a court. A challenge to the validity of an action of the Board for failure to comply with this section may not be brought</p>
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		more than ninety days after the minutes of the Board of the meeting at which the action was taken are approved, or the record of that action is distributed to Owners, whichever is later.
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ARTICLE VIII

<p>ARTICLE VIII – POWERS & DUTIES OF THE BOARD OF TRUSTEES</p> <p>Section 1. Powers. The Board of Trustees shall have power to:</p> <ol style="list-style-type: none"> 1. Adopt and publish rules and regulations governing the use of the Common Area and Amenities and the personal conduct of the Members, Associate Members and their guests thereon, and to establish penalties for the infraction thereof as set forth in Section 6.04 of the Covenants; 2. After Notice and Opportunity for a Hearing for violating the published rules and regulations, suspend all members' and / or renters right to use the Common areas Amenities, for their family and guests. 3. After Notice and Opportunity for a Hearing, suspend the voting rights of a Member that is delinquent on any lot for non-payment of all annual or special dues, expenses, assessments, penalties or other charges that may be levied against that Lot from time to time by Riviera until their account is fully paid. 4. All members found to be in violation after a Hearing shall be notified in writing that their rights have been suspended and / or that they are no longer considered members in good standing so long as their violation remains unabated or uncorrected; 5. Exercise for Riviera all powers, duties and authority vested in or delegated to Riviera as set forth in the Covenants and not otherwise reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Covenants; 6. Declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall either: <ol style="list-style-type: none"> a. Be absent from any two (2) of the eleven (11) 	<p>Clarifies that the board exercises powers of the association unless otherwise directed by law or the governing documents.</p> <p>Clarifies that the powers of the association and the board are set in the Declaration. Do things like rule making authority as provided by statute (RCW 64.38.020) are in the Declaration, not the bylaws.</p> <p>Enforcement and due process procedures are in the Declaration article 9.</p> <p>Enforcement and due process procedures are in the Declaration article 9.</p> <p>Reserves are referenced as provided by statute.</p>	<p>ARTICLE VIII – POWERS & DUTIES OF THE BOARD OF TRUSTEES</p> <p>Section 1. Powers. Except as limited by Statute, the Articles of Incorporation, the Declaration, or these Bylaws, the Board shall exercise all powers of the Association as provided for in the Declaration.</p> <p>Section 2. Duties. The Board shall have the power and duty to:</p> <ol style="list-style-type: none"> a) Keep record of its acts and corporate affairs and to present an annual summary to the Members at the annual meeting of the Members; b) Oversee the development and maintenance of all Riviera policy, procedure and operational manuals, which duty may be delegated to the General Manager at the Board's discretion. The Board shall annually review all legal and governing documents of Riviera, which shall include the Declaration, Bylaws, Rules and Regulations, and collection policy c) Supervise all Officers, Agents, Committees, and the General Manager of Riviera and to see that their duties are properly performed; d) Fund a Reserve Account. The Reserve Account may be established for purpose of meeting the cost of future major repairs to, or replacement of, existing Capital Assets of the Common Areas and Amenities and Lake Josephine Riviera Water System; e) Fix the amount of the annual Assessment against each Lot Owner in accordance with the annual budget ratified by the membership; f) Send written Notice of each Assessment to every Lot Owner subject thereto.
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required monthly, properly scheduled, Corporate meetings of the Board of Trustees; or

b. Have a member of his/her immediate family be or remain in the employ of the Riviera in contravention of Article V, Section 6.

7. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and authority to delegate responsibility to employees of Riviera. The Trustees shall delegate to the manager the authority to manage all employees of Riviera, co-sign checks within preset limits, and to manage the day to day operations of Riviera, all under the ultimate direction of the Board of Trustees, and;

8. Designate those members of the Board, who may borrow funds, draw and sign checks, sign notes, execute contracts and convey property on behalf of the corporation.

Section 2. Duties. The Board of Trustees shall have the power and duty to:

1. Keep record of 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 ten percent (10%) of the members entitled to vote;
2. Oversee the development and maintenance of all Riviera policy, procedure and operational manuals which duty may be delegated to the Manager at the Board's discretion. The Board shall annually review all legal and governing documents of Riviera.
3. Supervise all; Officers, Agents, Committees, and the Manager of Riviera and to see that their duties are properly performed;
4. As more fully provided in the Covenants and any amendments thereto, determine the level of annual and special assessments and fees

These budget ratification procedures are as required by RCW 64.90.525 (WUCIOA)

RCW 64.90.525 requires the association to say if its reserve study meets these requirements, but does not require that the reserve study meet these requirements. These are slightly different than the reserve study requirements of RCW 64.38, which the association must comply with.

Section 3. Budget Ratification by the Members; Special Assessments.

- (1)(a) Within thirty days after adoption of any proposed budget for the common interest community, the Board must provide a copy of the budget to all the Owners and set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Owners of Lots to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments against the Lots included in the budget are ratified, whether or not a quorum is present.
- (b) If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board.
- (2) The budget must include:
- (a) The projected income to the association by category;
- (b) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
- I The amount of the assessments per Lot and the date the assessments are due;
- (d) The current amount of regular assessments budgeted for contribution to the reserve account;
- I A statement of whether the association has a Reserve Study that includes:
- (1) A reserve component list, including any reserve component, the replacement cost of which exceeds one percent of the annual budget of the association, excluding contributions to the reserves for that reserve component. If one of these reserve components is not included in the reserve

<p>necessary to pay the current operational expenses of Riviera;</p> <p>(a) Pay for the maintenance, improvement, reconstruction and repair of the Common Areas, the Water and Water Drainage Systems, the Office Building, Clubhouse, Golf Course, Restaurant, Lakes, Marina and other Park and Recreational Amenities and Facilities made available to the Membership;</p> <p>(b) Fund a Reserve Account. The Reserve Account may be established for purpose of meeting the cost of major repairs to, or replacement of, existing Capital Assets of the Common areas and amenities;</p> <p>(c) Levy and collect water usage and water standby fees;</p> <p>5. Fix the amount of the annual Assessment against each Lot Owner in accordance with the annual budget approved by the membership at least (30 days in advance of each Assessment period;</p> <p>6. Send written notice of each Assessment to every Lot Owner subject thereto no earlier than October 1st of each annual assessment period;</p> <p>7. Secure any annual and special delinquent unpaid Assessments with a Lien that continues upon the property against which the Assessment is made per Section 5.4 of the Covenants;</p> <p>8. Foreclose the Lien as provided in the covenants against any property for which assessments remain unpaid or to bring an action of law against the Lot Owner personally obligated to pay the same;</p> <p>9. Issue, or to cause an appropriate office to</p>		<p>study, the study must explain the basis for its exclusion. The study must also include quantities and estimates for the useful life of each reserve component, the remaining useful life of each reserve component, and current major replacement costs for each reserve component;</p> <p>(2) The date of the study and a disclosure as to whether the study meets the requirements of this section;</p> <p>(3) The following level of reserve study performed:</p> <p>(i) Level I: Full reserve study funding analysis and plan;</p> <p>(ii) Level II: Update with visual site inspection; or</p> <p>(iii) Level III: Update with no visual site inspection;</p> <p>(4) The association's reserve account balance;</p> <p>(5) The percentage of the fully funded balance to which the reserve account is funded;</p> <p>(6) Special assessments already implemented or planned;</p> <p>(7) Interest and inflation assumptions;</p> <p>(8) Current reserve account contribution rates for a full funding plan and a baseline funding plan;</p> <p>(9) A recommended reserve account contribution rate for a full funding plan to achieve one hundred percent fully funded reserves by the end of the thirty-year study period, a recommended reserve account contribution rate for a baseline funding plan to maintain the reserve account balance above zero throughout the thirty-year study period without special assessments, and a reserve account contribution rate recommended by the reserve study professional;</p>
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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;

10. Procure and maintain adequate liability and hazard insurance on property owned by Riviera;

11. Insure that the Common Areas, Water System and other Amenities as set forth in the Covenants are maintained;

12. Present to the membership an annual budget and any required special budget for Riviera and mail a summary of the same to all Owners at their last address as shown on the Riviera records. Within thirty (30) days after adoption by the Board of Trustees of any proposed annual or special budget, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after the mailing of the summary. The budget shall be approved unless changed by the members as set forth herein. The proposed budget may be changed by a vote of sixty percent (60%) of a quorum of members present in person or by proxy at the meeting called for that purpose of the review of the budget. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the members shall be continued until a newly presented budget is duly ratified;

13. Spend not more than the total amount of the budget, but shall not be obligated to the allocation of funds and expenses provided for therein; provided, however, if the Trustees unanimously determine a bona fide emergency exists, they may make additional expenditures as they deem necessary to meet such emergencies.

- (10) A projected reserve account balance for thirty years based on each funding plan presented in the reserve study;
- (11) A disclosure on whether the reserve study was prepared with the assistance of a reserve study professional, and whether the reserve study professional was independent; and
- (12) A statement of the amount of any current deficit or surplus in reserve funding expressed on a dollars-per-Lot basis. The amount is calculated by subtracting the Association's reserve account balance as of the date of the study from the fully funded balance, and then multiplying the result by the fraction or percentage of the common expenses of the association allocable to each Lot; except that if the fraction or percentage of the common expenses of the Association allocable vary by Lot, the Association must calculate any current deficit or surplus in a manner that reflects the variation.
- (13) A reserve study must also include the following disclosure:
 - "This reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require the association to (1) defer major maintenance, repair, or replacement, (2) increase future reserve contributions, (3) borrow funds to pay for major maintenance, repair, or replacement, or

<p>14. The Board of Trustees are charged with overseeing the responsibilities entrusted to them by the Covenants and the Bylaws herein set forth.</p> <p>15. Management is employed at the Board 's will, but must be given the latitude to function as a manager in order to better serve the Riviera as a whole. And that they are responsible at all times to:</p> <ul style="list-style-type: none"> (a) Act like a professional Board: in an organized, business-like manner with integrity, dignity and respect for the position they hold and the membership they both serve and lead (b) Establish or maintain goals and mission statements for the Riviera (c) Establish and maintain standards of behavior for the board, management and staff (d) Ensure a smooth flow of communication between the Board and Manager (e) Recognize the Manager and Staff when they do well <p>Section 3. Trustees shall NOT:</p> <p>1. Vote on an issue on which he/she has a conflict of interest. A Trustee who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board Meeting and the minutes of that meeting shall record the fact that a disclosure was made and that the member did abstain from voting.</p> <p>2. Attempt to manage Riviera directly themselves without the services of a General</p>	<p>RCW 64.90.525 requires this disclosure in the budget documents sent to owners prior to ratification.</p> <p>RCW 64.90.525 provides for special assessments.</p> <p>RCW 64.38 requires an audit for this association.</p> <p>Code of Ethics is intended to replace this section.</p>	<p>(4) impose special assessments for the cost of major maintenance, repair, 21 or replacement.”</p> <p>(f) If the Association has such a Reserve Study, a statement to the extent to which the budget meets or deviates from the recommendations of that reserve study; and</p> <p>(g) The current deficiency or surplus in reserve funding expressed on a per Lot basis.</p> <p>(3) The Board, at any time, may propose a special assessment. The assessment is effective only if the Board follows the procedures for ratification of a budget described in subsection (1) of this section and the Owners do not reject the proposed assessment. The Board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.</p> <p>Section 4. Audit. The Board shall cause an annual audit of Riviera financial records to be made by a Certified Public Accountant as required by state law.</p>
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<p>Manager. In the event there is a vacancy occurring in the position of Manager for whatever reason, the trustees shall appoint an acting Interim Manager to assume the Managers duties the day the vacancy occurs, if possible, otherwise as soon thereafter as is reasonably practical under the circumstances, to serve until a General Manager is employed.</p> <p>3. Interfere with the manager's relationship with the employees he is responsible for managing or ignore the chain of command in this regard except in an emergency or as necessary to fulfill the duties of their assigned "officer" positions as set forth in Article IX below.</p> <p>4. Fail to remember that their power and responsibilities arise as a member of the Board of Trustees and that, as such: They have authority as a board, not as individual Trustees;</p> <p>5. Fail to remember they are obligated to all the owners to see that the Riviera achieves its objectives as economically, efficiently, and as effectively as possible, while at the same time avoiding unacceptable or unfavorable conditions to the maximum extent possible.</p> <p>6. The Board of Trustees shall not grant to themselves or other members any benefits or alterations of membership which are not available equally to ALL members or use association assets, resources, or employees for their personal benefit or private gain.</p>		
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ARTICLE IX

<p>ARTICLE IX – OFFICERS AND THEIR DUTIES</p> <p>Section 1. Enumeration of Officers. The officers of Riviera shall be a President, Vice President, Treasurer, and Secretary, who shall at all times be</p>		<p>ARTICLE IX – OFFICERS AND THEIR DUTIES</p> <p>Section 1. Enumeration of Officers. The officers of the Board of Riviera shall be a President, Vice President, Treasurer, and Secretary, who shall at all times be members of the Board. The Board may</p>
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<p>members of the Board of Trustees.</p> <p>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.</p> <p>Section 3. Terms. The officers of Riviera shall be elected annually by the Board and each shall hold office for the period of one year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.</p> <p>Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Trustees. Any officer may resign at any time 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.</p> <p>Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Trustee appointed to such vacancy shall serve for the remainder of the term of the Trustee he/she replaces.</p> <p>Section 6. Multiple Offices. No person shall simultaneously hold more than one of the offices.</p> <p>Section 7. Duties. The duties of the officers are as follows:</p> <p>PRESIDENT</p> <p>The president shall preside at all meetings of the membership and 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 co-sign all promissory notes, as approved by the Board.</p>	<p>Clarifies that an officer can be removed as an officer, but they remain a board member unless removed by the membership, or by automatic provisions, like delinquency.</p>	<p>designate additional Officers or Assistant Officers as it deems appropriate.</p> <p>Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members. The Board may meet, without any further Notice to the Board members, immediately following the meeting at which they are elected in order to determine the officers of the Association.</p> <p>Section 3. Terms. The officers of Riviera shall be elected annually by the Board and each shall hold office for the period of one year unless they shall sooner resign, be removed, or otherwise be disqualified to serve.</p> <p>Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board at any meeting. 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. Trustees removed from an Officer position continue to serve on the Board.</p> <p>Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board.</p> <p>Section 6. Multiple Offices. No person shall simultaneously hold more than one of the offices.</p> <p>Section 7. Duties. The duties of the officers are as follows:</p> <p>PRESIDENT</p> <p>The President shall preside at all meetings of the membership and of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, as approved by the Board. The President shall exercise</p>
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<p>VICE PRESIDENT</p> <p>The vice president, in the absence of the president, will assume the duties of the president.</p> <p>SECRETARY</p> <p>The secretary shall record the votes and shall be responsible for keeping the minutes of all meetings and proceedings of the Board and of the members. The Secretary shall keep the corporate seal of Riviera and affix it on all papers requiring said seal; shall be responsible for serving notice of meetings of the Board and of the members. The Secretary shall oversee the keeping and maintenance of appropriate current records showing the members of Riviera together with their addresses; and shall perform such other duties as required by the Board.</p> <p>TREASURER</p> <p>The treasurer shall oversee the receipt and the deposit in appropriate bank accounts of all monies of Riviera and shall oversee the disbursal of such funds as directed by resolution of the Board of Trustees. The Treasurer shall see that the signing of all checks and promissory notes of Riviera are signed by those authorized; shall personally be a party signatory/co-signer to all checks and disbursements of Riviera funds or shall designate an alternate officer or Trustee in his absence; shall see that proper books of account are kept and bank accounts reconciled monthly . The Treasurer shall cause an annual audit of Riviera books to be made by a public accountant at the completion of each fiscal year or as otherwise required by RCW 64.38.040(3) as now adopted or hereafter amended. The Treasurer shall oversee the General Manager and the budget committee in the preparation of an annual budget and in the monthly preparation of a statement of income and expenditures to be presented to the Board no later than the 20th of the month following the month being reported</p>	<p>Clarifies the role of the General Manager. The board may delegate duties to the manager but retains responsibility and authority.</p>	<p>all powers ordinarily appurtenant to the position to serve the needs of Riviera.</p> <p>VICE PRESIDENT</p> <p>The Vice President, in the absence of the President, will assume the duties of the President.</p> <p>SECRETARY</p> <p>The Secretary shall record the votes and shall be responsible for keeping the minutes of all meetings and proceedings of the Board and of the Members. The Secretary shall be responsible for serving Notice of meetings of the Board and of the Members. The Secretary shall oversee the keeping and maintenance of appropriate current records showing the Members of Riviera together with their addresses; and shall perform such other duties as required by the Board.</p> <p>TREASURER</p> <p>The Treasurer shall oversee the receipt and the deposit in appropriate bank accounts of all monies of Riviera and shall oversee the disbursal of such funds as directed by resolution of the Board. The Treasurer shall see that the signing of all checks and promissory notes of Riviera are signed by those authorized; shall review all checks and disbursements of Riviera funds; and shall see that proper books of account are kept and bank accounts reconciled monthly. The Treasurer shall oversee the General Manager for all financial matters, and may delegate authority to sign checks to the General Manager for the operation and maintenance of the Association and its related businesses. The Treasurer shall chair the budget Committee in the preparation of an annual budget, and in the monthly preparation of a statement of income and expenditures to be presented to the Board no later than the 20th of the month following the month being reported upon.</p> <p>MANAGEMENT BY THE GENERAL MANAGER</p> <p>The Board oversees the performance of the General Manager. Communication with the General Manager would primarily be through the President, or with the Board as a whole. The Board may delegate to the</p>
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upon.		General Manager tasks and activities, and the the General Manager shall serve as the Chief Executive Officer of the corporation for purposes of dealing with the public, employees and vendors. The General Manager shall be responsible for the supervision of all other employees and vendors. The General Manager serves at the pleasure of the Board, and the Board may at any time restrict the authority, duties or powers of the General Manager. Delegation by the Board does not relieve the Board of responsibility, nor relieve Board members of their individual duty of care.
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ARTICLE X

<p>ARTICLE X – COMMITTEE</p> <p>The Board may appoint committees as deemed appropriate in carrying out its purpose(s). Committees are advisory to the Board of Trustees, have no direct command function over personnel, and, except for the Architectural Control Committee (ACC) as otherwise governed by the Covenants, will be organized, chaired, and members selected in a manner appropriate for the purpose for which the Committee is being established and in accordance with the Riviera Policies and Procedures Manual. All members so appointed must be, and must remain, members in good standing throughout the term of their appointment.</p>	<p>The Board may appoint committees<u>Committees</u> as deemed<u>deems</u> appropriate in carrying out its purpose(s). Committees- Committees which exercise any of the Board's powers or duties must have at least two Board Members on the Committee. Committees which are advisory to the Board of Trustees, have no direct command function over personnel, and, except for the Architectural Control Committee (ACC) as otherwise governed by the Covenants need not have two Board members. All Committees, will be organized, chaired, and members<u>Members</u> selected in a manner appropriate for the purpose for which the<u>and approved by the Board. All</u> Committee is being established and in accordance with the Riviera Policies and Procedures Manual. All members so appointed must be, and must remain, members<u>Members</u> in good standing throughout the term of their appointment. <u>Committees are created, and their composition determined, by the Board. The Board may dissolve any Committee and assume its duties at any time.</u></p>	<p>ARTICLE X – COMMITTEES</p> <p>The Board may appoint Committees as it deems appropriate in carrying out its purpose(s). Committees which exercise any of the Board's powers or duties must have at least two Board Members on the Committee. Committees which are advisory to the Board need not have two Board members. All Committees, will be organized, and Members selected and approved by the Board. All Committee members must be, and remain, Members in good standing throughout the term of their appointment. Committees are created, and their composition determined, by the Board. The Board may dissolve any Committee and assume its duties at any time.</p>
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	<p>COMMENT: complies with statutes about committees and required board members and powers. Clarifies that the board can assume any committee powers at any time.</p>	
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ARTICLE XI

<p>ARTICLE XI – BOOKS AND RECORDS</p> <p>The books and records of the Riviera shall at all times, during reasonable business hours, be subject to inspection by any member as provided in RCW 64.38 et seq. The Covenants, the Articles of Incorporation and the Bylaws of the Riviera shall be available for inspection by any member. Copies may be purchased at reasonable cost.</p>	<p>The new language is copied from the Washington Common Interest Ownership Act (WUCIOA), which become effective on 7-1-2018.</p> <p>RCW 64.38, which came into law in 1995, is very vague in what records are, and what owners rights to review them are. The new language is more specific, so it is being adopted to clarify what the legislature intended in its original language.</p>	<p>ARTICLE XI – ASSOCIATION RECORDS</p> <p>Section 1. Records to be Kept. The Association shall retain the following records, which may be kept electronically or in some other form:</p> <ul style="list-style-type: none"> (a) The current budget, detailed records of receipts and expenditures affecting the operation and administration of the Association, and other appropriate accounting records within the last three years; (b) Minutes of all meetings of its Members and Board other than executive sessions, a record of all actions taken by the Members or Board without a meeting, and a record of all actions taken by a Committee in place of the Board on behalf of the Association; (c) The names of current Owners, addresses used by the Association to communicate with them, and the number of votes allocated to each Owner; (d) Its Declaration, Governing Documents, all amendments to them, and all Rules and Regulations currently in effect; (e) All financial statements and tax returns of the association for the past seven years; (f) A list of the names and addresses of its current Board members and officers; (g) Its most recent annual report delivered to the Secretary of State, if any; (h) Copies of contracts to which it is or was a party within the last seven years;
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	<p>Section (p) is not part of WUCIOA, and is included to clarify that unofficial communications between board members and/or staff are not records, except as required by statute.</p> <p>Rights to review records are copied also from WUCIOA.</p>	<p>(i) Materials relied upon by the Board or any committee to approve or deny any requests for design or architectural approval for a period of three years after the decision is made;</p> <p>(j) Materials relied upon by the Board or any committee concerning a decision to enforce the governing documents for a period of three years after the decision is made;</p> <p>(k) Copies of insurance policies under which the association is a named insured;</p> <p>(l) Copies of all Notices provided to Owners or the Association in accordance with the governing documents; and</p> <p>(o) Ballots, proxies, absentee ballots, and other records related to voting by Owners for one year after the election, action, or vote to which they relate.</p> <p>(p) Board Trustees' emails are not association records. Emails between Board members, or between Board members and employees are not association records, unless they are the written authorization to take Board action outside of a Board meeting.</p> <p>Section 2. Owners right to review records. Subject to subsections (3) and (4) of this section, all records required to be retained by an Association must be made available for examination and copying by all Owners, holders of mortgages on the Lots, and their respective authorized agents as follows, unless agreed otherwise:</p> <p>(a) During reasonable business hours or at a mutually convenient time and location; and</p> <p>(b) At the offices of the association.</p> <p>Section 3. Protected Records. Records retained by an association may be withheld from inspection and copying to the extent that they concern:</p> <p>(a) Personnel and medical records relating to specific individuals;</p>
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		<p>(b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;</p> <p>(c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;</p> <p>(d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the governing documents;</p> <p>(e) Legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with the managing agent or other agent of the association;</p> <p>(f) Ballots which show how individual Owners voted to elect or remove Trustees;</p> <p>(g) Information the disclosure of which would violate a court order or law;</p> <p>(g) Records of an executive session of the Board;</p> <p>(h) Individual Lot or Owner files other than those of the requesting Owner;</p> <p>(i) Unlisted telephone number or electronic address of any Owner, Member or resident;</p> <p>(j) Security access information provided to the association for emergency purposes; or</p> <p>(k) Agreements that for good cause prohibit disclosure to the members.</p> <p>(j) The right to review records is subject to the requirement that the request is made for a proper purpose.</p> <p>Section 4. Costs of Records Review. The Association may charge a reasonable fee for producing and providing copies of any records under this section and for supervising the Owner's inspection.</p> <p>Section 5. Right to copies of records. A right to copy records under this section includes the right to</p>
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		<p>receive copies by photocopying or other means, including through an electronic transmission if available upon request by the Owner.</p> <p>Section 6. Records as kept in the course of business. The Association is not obligated to compile or synthesize information.</p> <p>Section 7. No commercial use. Information provided pursuant to this section may not be used for commercial purposes.</p>
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ARTICLE XII

<p>ARTICLE XII – AMENDMENTS</p> <p>Section 1. These Bylaws may be amended by a vote of sixty percent (60%) of a quorum of members present in person or by proxy at the Annual meeting or at a special meeting of the members called for that purpose.</p> <p>Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Covenants and these Bylaws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and the Covenants, the Covenants shall control.</p>	<p>New bylaws allow the Board to amend the bylaws, but only if any proposed changes are presented at least a month in advance of a vote, and are included in meeting minutes which are available to all owners before the vote. Because there are open meetings, the owners can comment to the board on any proposed change before the change can take effect. The goal is to allow changes necessary to changing needs related to governance, but the CC&Rs, which control the rights and obligations of the owners, CANNOT be changed by the board. (After further review the BOT agrees that amendments to the Bylaws should be approved by a vote of a majority (51% percent) of a quorum of members present in person or by proxy at the Annual meeting or at a special meeting of the members) called for that purpose.</p>	<p>ARTICLE XII – AMENDMENTS</p> <p>Section 1. Amendment Process. These Bylaws may be amended by the Board. Proposed amendments must be presented to the Board and included in the Board meeting minutes at least one month in advance of a vote and adoption of any change in the Bylaws.</p> <p>Section 2. Conflicts between Governing Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Covenants and these Bylaws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and the Covenants, the Covenants shall control. Mandatory statutes shall control over any inconsistencies in the Governing Documents.</p>
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ARTICLE XIII

<p>ARTICLE XIII – DISSOLUTION</p> <p>The Corporation may be dissolved and its affairs wound up voluntarily by the written request of sixty percent (60%) of the members, addressed to the Trustees, specifying reasons why the winding up of the affairs of the Corporation is deemed advisable, and naming three persons who are entitled to the rights and privileges of membership to act in liquidation. The request shall be filed with the Trustees, the Secretary of State and the County Auditor where the principal place of business of the Corporation is located. Thereupon the power of the Trustees shall cease and the persons appointed shall proceed to wind up the Corporation, realize upon its assets, pay its debts, and divide the residue of the money among its membership in equal proportions. The request shall state the time for completing the winding up and dissolution during which time these matters shall be completed unless further time is granted by writing signed by sixty percent (60%) of the members and filed as required by law.</p>	<p>The Association can only be dissolved if the subdivision stops being governed by the CC&Rs, so the provisions of the Declaration are all that need be referenced.</p>	<p>ARTICLE XIII – DISSOLUTION</p> <p>The Association may only be dissolved in conjunction with the extinguishment of the Covenants as provided in the Declaration.</p>
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ORIGINAL ARTICLE XIV – Not in Revised

<p>ARTICLE XIV – ADDITIONAL POWERS AND DUTIES</p> <p>Incorporated by reference herein are the provisions of the laws of the State of Washington as applicable to Homeowner Associations (RCW 64.38) and Non-Profit Corporations as specifically set forth in the Washington Non-profit Corporation Act, 1967, c235 (RCW 24.03). The Trustees shall carry out their duties and/or have such additional powers as</p>	<p>Statutes apply whether the bylaws reference them or not. The Association is already given all power provided by the statutes in the powers section above.</p>	<p align="center">Article not present</p>
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specified in, and in full compliance at all times with, the provisions of these Acts and other applicable laws related thereto.		
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ORIGINAL ARTICLE XV – NEW ARTICLE XIV

<p>ARTICLE XV – MISCELLANEOUS</p> <p>Section 1. Except as to contracts entered into prior to enactment of this document, or as allowed by exception as described below, nothing in these Bylaws shall be construed as authorizing either the Corporation or its Board of Trustees to sell, convey, assign, or otherwise transfer any portion of its water rights or to sell, provide, distribute, or supply water in any manner from its water system to non-members or to any party, member or non-member, outside the boundaries of the Riviera Community Club, Inc.. Because of the limited supply of pure water, the uncertainty in acquiring additional water rights from the State in the future, and the need to preserve our water supply for existing non-resident lot owners/members desiring to move to the Riviera at some point in the future, such right over the Riviera water supply is reserved solely to the Membership to be exercised prospectively in the manner prescribed in the Covenants for the amendment of the Covenants.</p> <p>Section 2. Access to the water system will be permitted on a case-by-case basis to not-for-profit organizations outside of the Riviera for the sole purpose of fire suppression. Residential dwellings outside the Riviera are excluded from this access. Such systems shall only be used in case of emergency or during required annual testing as required by the Fire Department, County, State or any other governing entity. Costs and government written approval associated with connection to or use of the water system for said fire suppression system shall be the responsibility of the organization. Access granted by this exception shall</p>	<p>This was specifically revised to allow water to be sold to properties that are outside the boundary of the subdivision, since this has already been done in the past.</p>	<p>ARTICLE XIV – MISCELLANEOUS</p> <p>Section 1. Enforcement. Members believed to be in violation of any provision of the Covenants, Bylaw, Rules and Regulations, or Procedures of the Riviera, (excluding the failure to pay any Assessment, fees, fines and charges), shall be entitled to an Opportunity to be Heard, prior to imposition of any fine. (See Article VI of the Covenants.)</p>
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be surrendered upon written direction for the Riviera Water Distribution Manager or appropriate government agency.

Section 3. The Riviera shall, to the fullest extent permitted by law, indemnify any person (the "indemnitee") who is or was involved in any manner (including, without limitation, as a party or a witness) in any threatened, pending, or completed investigation, claim, action, suit, or proceeding (a "proceeding") by reason of the fact that the indemnitee is or was a director, officer, or employee or committee member of the corporation, against all liabilities and expenses (including attorney fees) actually and reasonably incurred by the indemnitee in connection with such proceeding, excluding only any proceeding which may be brought by Riviera against said director, officer, employee, or committee member.

Section 4. The fiscal year of Riviera shall begin on the first day of October and end on the 30th day of September of every year.

Fiscal year language edited to allow for a different fiscal year in the future if that makes more sense.

Section 2. Indemnification. The Association shall, to the fullest extent permitted by law, indemnify any person (the "indemnitee") who is or was involved in any manner (including, without limitation, as a party or a witness) in any threatened, pending, or completed investigation, claim, action, suit, or proceeding (a "proceeding") by reason of the fact that the indemnitee is or was a Trustee, officer, or employee or Committee member of the Association, against all liabilities and expenses (including attorney fees) actually and reasonably incurred by the indemnitee in connection with such proceeding, excluding only any proceeding which may be brought by Riviera against said Trustee, officer, employee, or Committee member.

Section 3. Fiscal Year. The Board may designate the fiscal year of the Association. Until such determination as reflected in a resolution of the Board, the fiscal year shall begin on the first day of October and end on the 30th day of September of every year.