

Return Address:

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**AMENDED AND RESTATED BYLAWS
OF
LAKE CHELAN SHORES HOMEOWNERS ASSOCIATION**

Grantor/Grantee: Lake Chelan Shores Homeowners Association, a Washington nonprofit corporation
Legal Description (abbreviated): Lake Chelan Shores, a condominium, Chelan County, Washington.
Additional legal on pages 2 and 3.

Assessor's Tax Parcel ID#: See pages 14 - 17 (Exhibit "A").

Reference Number of Documents Restated: 815653, 2236508, 2321311 and 2343445

Party

1.1 Association. LAKE CHELAN SHORES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation.

Prior Documents

2.1 Bylaws. The Bylaws of Lake Chelan Shores recorded the August 18, 1980, under Chelan County Auditor's File No. 815653.

2.2 Amendment No. 1. Unrecorded amendment which has been misplaced by the Association.

2.3 Amendment No. 2. Unrecorded Amendment 2: Amendment to Bylaws, undated.

2.4 Amendment No. 3. Unrecorded Amendment 3: Amendment to Bylaws, undated.

2.5 Amendment No. 4. Unrecorded Amendment 4: Amendment to Bylaws, undated.

2.6 Amendment No. 5. Amendment No. 5 to Bylaws of Lake Chelan Shores Homeowners Association, recorded September 1, 2006, under Chelan County Auditor's No. 2236508.

2.7 Amendment No. 6. Amendment No. 6 to Bylaws of Lake Chelan Shores Homeowners Association, recorded April 1, 2010, under Chelan County Auditor's No. 2321311.

2.8 Amendment No. 7. Amendment No. 7 to Bylaws of Lake Chelan Shores Homeowners Association, recorded May 26, 2011, under Chelan County Auditor's No. 2343445.

AMENDED & RESTATED BYLAWS OF LAKE
CHELAN SHORES HOMEOWNERS ASSOCIATION

Property Description

of Chelan: 3.1 Property Description. The following described real property, situated in the County

Lake Chelan Shores, Phase I, a condominium, according to survey map and floor plans recorded in Volume 10 of Condominiums, pages 1 through 17, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Phase II of Lake Chelan Shores Condominium, a condominium recorded in Volume 11 of Condominiums, pages 24 through 31, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, Amended Phase II, a condominium recorded in Volume 12 of Condominiums, Pages 1 through 7, inclusive, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III, according to survey map and floor plans recorded in Volume 12 of Condominiums, pages 39 through 44, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III-B, according to survey map and floor plans recorded in Volume 17 of Condominiums, pages 53 through 60, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III-B Amended, according to survey map and floor plans recorded in Volume 18 of Condominiums, pages 34 through 36, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III-C, according to survey map and floor plans recorded in Volume 19 of Condominiums, pages 6 through 8, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III-D, according to survey map and floor plans recorded in Volume 21 of Condominiums, pages 8 through 10, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III-E, according to survey map and floor plans recorded in Volume 23 of Condominiums, pages 17 through 19, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Lake Chelan Shores, a condominium, Phase III-F, according to survey map and floor plans recorded in Volume 23 of Condominiums, pages 54 through 56, according to the declaration thereof, recorded under Chelan County Recording No. 815590 and any amendments thereto. Situate in Chelan County, Washington.

Amendment and Restatement

4.1 The Bylaws, and above amendments thereto, are hereby amended and restated in full as set forth below.

ARTICLE I ADOPTION AND APPLICATION OF BYLAWS

Section 1. Declaration, Surveyor's Map and Floor Plans. A Declaration of Condominium, establishing Lake Chelan Shores Condominium, pursuant to the Horizontal Property Regimes Act of the Revised Code of Washington (Chapter 64.32), was filed under Auditor's No. 815590, and recorded in Volume 778, at Pages 705 through 735, of the General Book Records of the Auditor of Chelan County. A Surveyor's Map and Set of Building Plans for this Condominium was recorded under Auditor's File No. 815589, in Volume B-10, at Pages 1 through 17, in the Book of Condominiums, records of the Auditor of Chelan County.

Section 2. Application. The provisions of these Bylaws are applicable to the property and the units, and to the administration, use, purposes and occupancy thereof. All owners of units, their successors, heirs, assigns, or mortgagees, and any other users of this Condominium, are subject to the Bylaws, the Declaration and rules and regulations pertaining to the use and operation of this Condominium. The acceptance of a deed to, or conveyance of, or the entering of the premises, constitutes an acceptance of the provisions of said Declaration and these Bylaws, and an agreement to comply therewith and to be bound thereby.

ARTICLE II DEFINITIONS

Section 1. Recital. All terms used herein are defined in The Horizontal Property Regimes Act of the State of Washington (RCW Chapter 64.32), and/or the Lake Chelan Shores Declaration, and shall have the same meaning as in the Act and/or Declaration, and are incorporated herein and made a part hereof.

ARTICLE III
OWNERS' ASSOCIATION

Section 1. Constitution. Under the authority of the Act, and pursuant to the Declaration, there is constituted the Lake Chelan Shores Homeowners Association, which shall be comprised of every owner of a unit within this Condominium. Each owner, by his acceptance of a deed to, or a conveyance of, a unit, thereby agrees to and does become simultaneously therewith a member of the Association.

Section 2. Function. The function of the Association shall be the administration and management of the business and purposes of the owners pertaining to the operation and maintenance of this Condominium, through their elected Board of Directors and officers, in accordance with the Act, the provisions of the Declaration and these Bylaws.

Section 3. Place of Meeting. Meetings of the Association shall be held on the premises of this Condominium, or at such other suitable place convenient to the owners as may be designated by the Board.

Section 4. Purpose of Annual Meetings. The annual meeting shall be for the purpose of the owners' election of Directors, receiving of reports from the Board as to the status of the Association's business affairs, and voting on matters required by the Act, the Declaration, and these Bylaws.

Section 5. Special Meetings. It shall be the duty of the President to promptly call a special meeting of the Association, if he/she is so directed by resolution of the Board, or upon petition signed and presented to the Secretary by owners having a total of 10% percentage interests.

Section 6. Notice of Meetings. Notice of all meetings shall be required as provided under Section 1 of Article VI of these Bylaws.

Section 7. Quorum. Except as otherwise provided in these Bylaws, the presence in person, or by proxy, of owners having 25% of the total authorized percentage votes of all owners shall constitute a quorum for the conduct of business at all meetings of the Association.

Section 8. Order of Business. The business of the Association shall be conducted in accordance with rules and procedures as determined by the Board and the order of business at all meetings of the owners shall be as determined by the Board subject to the Declaration and applicable law

Section 9. Voting. Voting shall be on a unit basis, and the percentage vote which an owner shall cast is the percentage interest established by the Declaration appertaining to his respective unit. In the case of multiple ownership of a unit, the percentage vote for that unit shall be exercised by each fractional owners in accordance with his fractional interest. Votes and fractional votes are to be cast at the time of the meetings in person by the owner, or his proxy, who need not be an owner. Written notice of the designation of a proxy shall be filed with the Secretary of the Association by the owner prior to the appointed time of each meeting.

Section 10. Adjournment of Meetings. If any meeting of owners cannot be held because a quorum has not attended, a majority in percentage interests of the owners who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time until a quorum, as aforesaid, be present.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number, Qualifications and Term.

(A) The Board of Directors shall be composed of seven (7) Directors, who must be unit owners. One member shall be the sitting President of the Lake Chelan Shores Time Share Association.

(B) Except for the member who is the sitting President of the Time Share Association, members of the Board shall each serve a three year term.

Section 2. Quorum of the Board. At all meetings of the Board, a majority of the members of the Board shall constitute a quorum for the transaction of all business, and the vote of a majority of the members of the Board present in a meeting at which a quorum is present shall constitute the decision of the Board. If, at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Board at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order, legally, to constitute such meeting, providing a majority of the whole Board shall be present thereat.

Section 4. Meetings of the Board. Meetings of the Board shall be held at such time and place as determined by the President or as requested in writing to the Secretary by three members of the Board. At least three meetings of the Board of Directors shall be held during a fiscal year.

Section 5. Removal of Members of the Board. At any annual or special meeting of the Association, any one or more of the members of the Board, who have been elected by the Association (as distinguished from those appointed by Declarant), may be removed with or without cause by a majority vote, and a successor may then and there, or thereafter, be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed shall be given an opportunity to be heard at the meeting; provided, however, that any Board member missing two consecutive Board meetings may be removed by Board action.

Section 6. Vacancies. Vacancies in the Board, caused by any reason other than the removal of a member thereof by a vote of the owners, shall be filled by vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board for the remainder of the unexpired term, and until a successor shall be elected and qualified at a special meeting called for that purpose, or the next annual meeting of the Association. In the event of the election of a Director at a meeting at which a quorum is not present, the Board shall call a meeting of the Association to be held within thirty (30) days, to either confirm the election of the Director or Directors, or to elect another Director or Directors.

Section 7. Compensation. No member of the Board shall receive compensation from the Association for acting as such, unless approved at an Association meeting called for that purpose.

Section 8. Powers and Duties. The Board of Directors, subject to the Declaration and these Bylaws, shall have the authority and the duty to determine, establish and administer all policies, rules and regulations governing the uses, purposes and operation of the Property and the units. The Board shall govern the business of the Association and this Condominium; except for such authority as by the Act, or by the Declaration, or by these Bylaws, may not be delegated to the Board of Directors. Said authority and duties shall include, but are not limited to:

(A) The determination of the types of activities to be conducted in the common areas, the allocation of space, if any, thereto, and the establishing of activities therein;

(B) The establishing of all House Rules and Regulations pertaining to the common areas and facilities, and their activities;

(C) The leasing or purchasing, for cash or on terms, of all articles of common personalty for use in the common areas and the units, as is necessary to commence operations, or to replace the original personal property;

(D) Repairing and maintaining the common areas and limited common areas personal property;

(E) The employment or dismissal of personnel and the contracting for professional services as necessary for the efficient management, maintenance and operation of this Condominium;

(F) The employment and authorization of a Manager, or contracting with and authorizing a Managing Agent, to perform managerial and administrative duties, in either case under a fidelity bond;

(G) Opening and maintaining bank accounts on behalf of the Association, and designating the signatories for deposits and withdrawals in connection therewith;

(H) Purchasing and carrying at all times insurance insuring against destruction of, or damage to, physical property, and insuring against claims, damages, or liability, as provided in Section 6 of Article VIII hereof;

(I) Repairing, reconstructing, and replacing the property in the event of damage thereto, or destruction thereof, as provided in the Declaration;

(J) Preparing an annual budget, keeping books of accounts, crediting common income, charging common expenses, distributing common profits and collecting assessments;

(K) Keeping detailed records of the resolutions and minutes of the meetings of the Board of Directors, and the minutes of the meetings of the Association.

ARTICLE V OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as it may deem necessary. Only the President and Vice President must be members of the Board of Directors. The officers of Secretary and Treasurer may be combined in one person.

Section 2. Election of Officers. Officers shall be elected annually by the Board at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon the vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she shall have all the general powers and duties which are usually vested in the office of a President of an Association, including, but not limited to, the power to appoint from among the owners any committees which he/she decides is appropriate, to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President be present or able to act, the Board shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him/her by the Board or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board; he/she shall have charge of such books and papers as the Board may direct; and he/she shall have all the general powers and duties usually vested in the office of the Secretary of an association.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities, and shall be responsible for the keeping of full and accurate financial records and books of account, showing all receipts and disbursements, and for the preparation of all required financial statements. He/she shall have the duty to keep all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board, and he/she shall, in general, have all the powers and duties which are usually vested in the Treasurer of an association.

Section 8. Vacancies. Vacancies of any office arising from any cause may be filled by the Board at any regular or special meeting.

Section 9. Compensation of Officers. The salaries, if any, of all officers of the Association shall be fixed by the Board.

ARTICLE VI NOTICES

Section 1. Notices to Owners. The Secretary shall give notice to all owners and fractional owners of all meetings of the Association, stating the place, day, and hour of the annual meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than Fourteen (14) days nor more than fifty (50) days before the date of the meeting. All such notices shall be delivered either: (a) by first class mail to each such party at his or her address as it appears on the records of the Association, with postage prepaid, which shall be effective when deposited in the United States mail; or (b) upon the Association receiving written consent from the recipient of the notice, by an electronic transmission, upon the following conditions.

Notices in an electronic transmission are only effective with respect to the owners and/or fractional owners who have consented, in writing, to receive electronically transmitted notices under this

Section. An owner or fractional owner who provides consent to receipt of electronically transmitted notices shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be electronically transmitted. An owner or fractional owner who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation in writing to the Association. The consent of any owner or fractional owner is revoked if the Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the Secretary of the Association.

Notice to owners or fractional owners who have consented to receipt of electronically transmitted notices may be provided notice by posting the notice on an electronic network and delivering to the owner or fractional owner a separate record of the posting, together with comprehensible instructions regarding how to obtain access to this posting on the electronic network.

Notice provided in an electronic transmission is effective when it: (a) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

Section 2. Notices to the Board. All notices to the Board shall be sent by registered or certified mail, in care of the Manager, to the address of this Condominium.

Section 3. Notices to Members of the Board. Notice of meetings of the Board, stating the time, place and purpose thereof, shall be given to each member of the Board in writing by the Secretary at least five (5) business days, and not more than thirty (30) days, prior to the date of such meetings.

Section 4. Waiver of Notice. Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of notice thereof. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

ARTICLE VII CONTRACTS AND AGREEMENTS

Section 1. Contracts, Deeds, Etc. All contracts, deeds, leases and other formal instruments and agreements, shall be executed in the name of the Lake Chelan Shores Homeowners Association by the President and Secretary, as officers of the Association, except that the Board may, at its discretion, authorize the execution of such documents by another person or persons, and any such documents or agreements shall be binding upon the Association.

Section 2. Liability of the Board of Directors. The members of the Board shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; nor shall they be personally liable for contractual liability arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration, or of these Bylaws; and the owners shall defend, hold harmless and indemnify the members of the Board accordingly.

Section 3. Liability of Owners. The liability of any owner, arising from the conduct of business by the Association, shall be limited to the ratio his percentage interest bears to the total liability thereunder.

ARTICLE VIII
OPERATION OF THE PROPERTY

Section 1. Common Expenses and Ratification of Budget. The Board shall, from time to time, and at least annually, prepare a proposed budget for the Condominium, determine the amount of the common expenses required to meet the common expenses of the Condominium, and allocate and assess such common expenses against the unit owners, according to their respective percentage interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 2 of this Article VIII, and the fees and disbursements of the insurance trustee. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium property, including without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year.

(A) Within 30 days after adoption of any proposed budget for the Condominium, the Board shall provide a copy of the budget to all the unit owners and set a date for a meeting of the unit 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 unit owners of units to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments against the units included in the budget are ratified, whether or not a quorum is present. If the proposed budget is rejected by a majority of the votes in the Association or the required notice is not given, the periodic budget last ratified by the unit owners continues until the unit owners ratify a subsequent budget proposed by the board.

(B) The budget provided to each unit owner shall include:

- (1) The projected income to the Association by category;
- (2) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
- (3) The amount of the assessments per unit and the date the assessments are due;
- (4) The current amount of regular assessments budgeted for contribution to the reserve account;
- (5) A statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550, and if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and

(C) The current deficiency or surplus in reserve funding expressed on a per unit basis

Section 2. Insurance.

(A) The Board shall purchase, and carry at all times, insurance for indemnification of loss of physical property comprising the common areas, limited common areas and limited common personalty, both personal and real. The minimum perils to be insured shall be for fire, broadened with perils included in the customary extended coverage endorsement, and vandalism and malicious mischief.

Coverage is to be on a full replacement basis to permit necessary reconstruction or replacement, without discount for accrued depreciation. The insurance program shall be annually reviewed by the Board.

(B) The Board shall purchase and carry at all times liability insurance with respect to the premises and all operations, which coverage shall insure against any and all claims, damages, or liability on account of injury to persons, including death, and damage to or destruction of the property of others. Such liability insurance shall insure the Association and each unit owner, except for the personal liability of the unit owner arising from any and all personal activities. The minimum limits to be maintained shall be, for bodily injury \$1,000,000.00 and for property damage \$100,000.00.

(C) The Board shall purchase and carry at all times the necessary employer's liability and workman's compensation insurance for the protection of the Association and unit owners.

(D) The Board may purchase and carry at all times liability insurance, incurring against all claims, damages, or liability arising from errors or omissions by the members of the Board in the administration of the business of the Association. Such insurance shall insure each member of the Board.

(E) The Board, or its nominee, shall act as the insurance trustee for the benefit of the Association, unit owners, and holders of security interests.

Section 3. Special Assessments. The Board may determine that a special assessment is necessary to pay for items which exceed the current budget. The assessment is effective only if the Board follows the procedures for ratification of a budget described in Section 1 of this Article VIII and the unit owners do not reject the proposed assessment. The Board may provide that the assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

Section 4. Collection of Assessments. In accordance with Section 1 of this Article VIII the Board shall assess common charges and/or operating losses against the unit owners and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him/her for more than thirty (30) days from the due date for its payment.

Section 5. Default in Payment of Common Charges.

(A) In the event any unit owner fails for a period of more than thirty (30) days to pay to the Board the assessed common charges and/or operating losses, such unit owner shall be obligated to pay interest at the rate of 1% per month on such common charges and/or operating losses from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges and/or operating losses. The Board shall have the right, and duty, to attempt to recover such common charges and/or operating losses, together with interest thereon and the expenses of the proceedings, including reasonable attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit, as is granted by RCW 64.32.200.

(B) In addition, in the event any unit owner fails to pay for a period of more than thirty (30) days to the Board the assessed common charges and/or operating losses, all rental received by or on behalf of the delinquent unit owner relative to the lease of that owner's unit to third parties shall be subject to seizure by the Board for application against the amount of the delinquent assessments.

Section 6. Statement of Common Charges and Operating Losses. The Board shall promptly provide any unit owner, purchaser or first mortgagee who makes a request in writing with a written statement of unpaid common charges and/or operating losses on any unit.

Section 7. Conveyance of Units. No owner shall be permitted to convey, mortgage, hypothecate, sell, or lease for one (1) year or more, his unit, unless and until he/she shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his unit, and until he/she shall have satisfied all unpaid liens against such unit, except mortgages.

Section 8. Service Charge. At the discretion of the Board, service charges may be established to cover certain costs associated with the use of the condominium by non-unit owners or non-timeshare unit owners.

ARTICLE IX ACCOUNTING AND PROFITS

Section 1. Accounting of Receipts and Expenditures. The Board shall keep detailed books of account, listing all receipts and all expenditures of the Association, and render to all owners a summarized report thereof at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Association shall be rendered by the Board to each owner promptly after the end of each fiscal year.

ARTICLE X USE REGULATIONS

Section 1. Preface. In order to provide for the congenial occupancy, and for the protection of values of this Condominium, the use of the property shall be subject to the following regulations:

Section 2. Legal Compliance. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be complied with. No unlawful, immoral, improper or offensive use shall be made of the property or the units or any part thereof. No nuisances shall be allowed on the Condominium property, neither shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful use of the property and the units by the owners.

Section 3. Rules of Conduct. Rules and regulations pertaining to occupancy of the units and the use of the common areas and facilities may be promulgated and amended from time to time by the Board, and these shall apply to all occupants of the property.

Section 4. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws, to:

- (A) Enter the unit in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
- (B) Enjoin, abate, or remedy such thing or condition by appropriate legal action.

Section 5. Damage to Property. In case of any damages not covered by insurance to any part of the property, including the units, caused by the negligent or willful act of any person, owner, or non-owner, prompt payment of the costs of repair or replacement thereof shall be required of the person having caused such damage, and/or the owner of said unit.

ARTICLE XI
RIGHTS AND DUTIES OF OWNERS

Section 1. Reciprocity of Rights and Duties. Each owner has the right to participate in the functions of the Association, to equal enjoyment of the social and recreational facilities, and to equitably share in the benefits appurtenant to membership in the Lake Chelan Shores Homeowners Association.

ARTICLE XII
AMENDMENTS

Section 1. By Owners. These Bylaws may be amended, unless otherwise herein provided, by the owners at any annual meeting or any special meeting properly called for that purpose, at which a quorum is present, by affirmative vote of a majority of the owners present in person or by proxy.

Section 2. By Directors. These Bylaws may be amended, unless otherwise herein provided, by the Board of Directors at any annual meeting or special meeting properly called for that purpose at which a quorum is present by the affirmative vote of the majority of the Directors present, subject to the power of the owners to change or repeal such Bylaws. The Board of Directors shall not alter the terms of office, or compensation; and provided, further, the Board of Directors shall not amend the following: Article III, Article IV Section 8, Article VII Section 3, Article VIII, Article IX and Article X Sections 2 and 5; and provided, further, in the event these Bylaws are amended by the Board of Directors as herein specified, they shall immediately give written notice to all of the owners within ten (10) days.

THEREFORE, we the undersigned, being so duly appointed and authorized, do hereby ratify and adopt these Restated Bylaws on behalf of Lake Chelan Shores Homeowners Association.

IN WITNESS WHEREOF, Lake Chelan Shores Homeowners Association, a Washington nonprofit corporation, has caused this Amendment to be executed this 12th day of November, 2019.

LAKE CHELAN SHORES HOMEOWNERS ASSOCIATION
A Washington Nonprofit Corporation

By Robert Fojtik
Robert Fojtik, President

By Arne Hedeem
Arne Hedeem, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that ROBERT FOJTIK is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of LAKE CHELAN SHORES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12th day of November, 2019.



Susan K Mathews

Typed/Printed Name Susan K Mathews
NOTARY PUBLIC in and for the State of Washington
My appointment expires 10-15-22

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ARNE HEDEEN is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of LAKE CHELAN SHORES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12th day of November, 2019.



Susan K Mathews

Typed/Printed Name Susan K Mathews
NOTARY PUBLIC in and for the State of Washington
My appointment expires 10-15-22

EXHIBIT "A"
Tax Parcel Numbers

27-22-10-161-100, 27-22-10-161-101, 27-22-10-161-200, 27-22-10-161-201, 27-22-10-161-300,
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