

# **Bylaws**

## **Glenbrook**

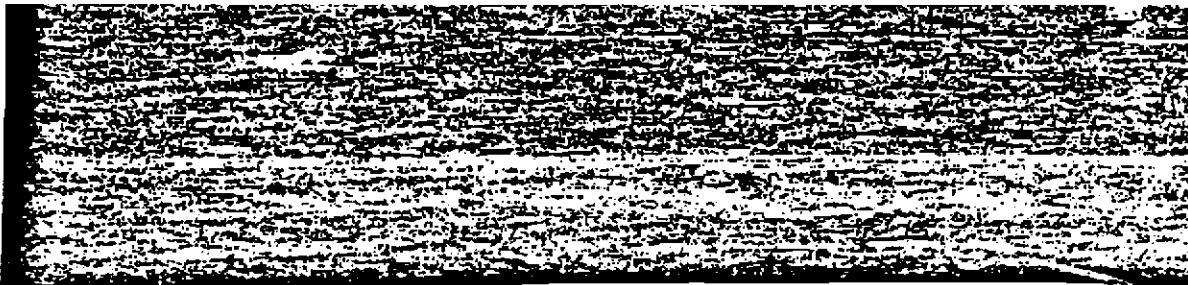
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*BYLAWS OF GLENBROOK  
CONDOMINIUM OWNERS' ASSOCIATION*

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CONDOMINIUM OWNERS' ASSOCIATION**

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# BYLAWS OF GLENBROOK

## CONDOMINIUM OWNERS' ASSOCIATION

### ARTICLE 1

#### OBJECT AND DEFINITIONS

**1.1 Purpose.** The purpose for which this Association is formed is to govern the condominium property which is described in the attached Exhibit A ("Property") which is incorporated into these Bylaws by this reference. The Property has been submitted to the provisions of the Washington Condominium Act by a Declaration entitled "Declaration and Covenants, Conditions, Restrictions and Reservations for Glenbrook, a Condominium," recorded under King County Department of Records & Elections No. 9105021367 and the Survey Map and Plans recorded under King County Department of Records & Elections No. 9105021366 establishing a plan for condominium ownership of units (hereinafter collectively referred to as the "Declaration").

**1.2 Assent.** All present or future owners, tenants, future tenants, or any other person using the facilities of the Condominium in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Condominium units (hereinafter referred to as "Units") in the Condominium or the mere act of occupancy of any of said Units shall constitute ratification of these Bylaws.

**1.3 Definitions.** Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "Owners," "Unit Owners" and "Members" as used herein shall be synonymous. For purposes of qualification to serve as a Board member, the term "Unit Owner" shall include any director, officer, partner in, or trustee of, any Person, who is, either alone or in conjunction with another Person or Persons, a Unit Owner.

### ARTICLE 2

#### MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION

##### 2.1 Membership.

**2.1.1 Qualification.** Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

## 2.3 Meetings, Notices and Quorums.

**2.3.1 Meetings.** A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit Owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the Members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

**2.3.2 Quorums.** A quorum is present throughout any meeting of the Association if Unit Owners to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

## 2.4 Additional Administrative Provisions.

**2.4.1 Majority of Owners.** As used in these Bylaws the term "majority of owners" shall mean those Owners of more than fifty percent (50%) of the undivided ownership of the Common Elements.

**2.4.2 Voting by Mail.** The Board may decide that voting of the Members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

- (a) In the case of election of Board members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all Owners. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date the Secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the Owners on or before said specified date, stating that each Owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after the date

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## ARTICLE 3

### BOARD OF DIRECTORS

**3.1 In General.** The affairs of the Association shall be governed by a Board which shall be composed of no less than three (3) members nor more than nine (9). The Members at any meeting may change the number of directors within those limits, but shall not reduce the number in such a manner as to deny an incumbent director (unless removed for cause) a full term of office. After the termination of the period of Declarant Control, all Board members shall be Unit Owners at the time elected except for the Declarant who may be elected to one position on the Board even after the Declarant owns no Unit. If a corporation is a Unit Owner, any one of its officers, directors or shareholders may be elected to the Board; if a partnership is a Unit Owner, any one partner of such partnership may be elected to the Board.

### 3.2 Election and Removal.

**3.2.1 Owner Election During Declarant Control.** If the Declarant has reserved the right to exercise Declarant Control, as defined in Section 1.8.13 of the Declaration, then: (a) not later than sixty days after conveyance of twenty-five percent of the Units which may be conveyed to Unit Owners other than Declarant, at least one member and not less than twenty-five percent of the members of the Board must be elected by Unit Owners other than the Declarant; and (b) not later than sixty days after conveyance of fifty percent of the Units which may be conveyed to Unit Owners other than Declarant, not less than thirty-three and one-third percent of the members of the Board must be elected by Unit Owners other than the Declarant. Elections may be held at any regular or special meeting of Unit Owners at which a quorum is present.

**3.2.2 Owner Election After Declarant Control.** Within thirty days after the termination of the period of Declarant Control, if any, the Unit Owners, at any regular or special meeting at which a quorum is present, shall elect a Board of at least three members ("Owners First Full Election"). The Board shall elect the officers.

**3.2.3 Removal.** The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member, if any, appointed by the Declarant. The Declarant may not remove any member of the Board elected by the Unit Owners. Prior to the termination of the period of Declarant Control, if any, the Unit Owners, other than the Declarant, may remove by a two-thirds vote, any director elected by the Unit Owners.

**3.2.4 Vacancies.** Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so selected shall be a Board member until a successor is elected for the remainder of the term of the vacant position at the next annual meeting of the Association. Vacancies caused by removal of a Board member by a vote of the Unit Owners pursuant to Section 3.2.3 above, may be filled

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F. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

G. Procure and maintain adequate liability and hazard insurance on property owned by the Association and the Common Elements;

H. Cause the properties owned by the Association and the Common Elements to be maintained; and

I. The powers and authority enumerated in Sections 10.4 and 10.5 of the Declaration as amended. For convenience, a copy of the current Sections 10.4 and 10.5 of the Declaration is attached as Exhibit B. In the event of any amendment to Sections 10.4 or 10.5, Exhibit B shall be amended accordingly.

J. The Board shall have all other power necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by statute or required by the Declaration to be done in another manner.

K. The Board may delegate its powers to a Manager appointed by the Board.

L. The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

**3.5 Organization Meeting.** The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting.

**3.6 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two (2) such meetings shall be held during each fiscal year including one (1) such meeting held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or facsimile, at least three (3) days prior to the day named for such meeting.

**3.7 Special Meetings.** Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally, or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two (2) Board members.

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decision may be reversed by the Members at a meeting duly called and held within 60 days after the notice of the decision was given.

## ARTICLE 4

### OFFICERS

**4.1 Designation.** The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board annually.

**4.2 Election of Officers.** The officers of the Association 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. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled. The Board may elect officers from among its members or otherwise.

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

**4.4 President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the Owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**4.5 Vice-President.** A Vice-President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his/her inability for any reason to exercise such powers and functions or perform such duties.

**4.6 Secretary.** The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he/she shall have charge of such books and papers as the Board may direct; and he/she shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**4.7 Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/She shall be responsible for the deposit of all monies and other valuable effects in the name and

(including an Owner or the Association) failing to comply.

**6.2 Assessments.** All Owners are obligated to pay assessments imposed by the Association to meet the common expenses of the Condominium as provided in the Declaration.

**6.3 Use of Common Elements and Limited Common Elements.** Each Owner shall use the Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, and in accordance with the House Rules, if any, promulgated by the Board or Association pursuant to Article 11 of the Declaration. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements or facility damaged through that Owner's fault.

**6.4 Right of Entry.**

**6.4.1** The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board and paid for as a Common Expense if the entry was due to any emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit.

**6.4.2** The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall have the duty to maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair.

**ARTICLE 7**

**AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Board or by the Members holding a majority of the total voting power. Material Amendments, as defined in the Declaration, shall be subject to such greater voting requirements as may be provided in the Declaration. All Bylaws made by the Board may be amended, repealed or altered by the Members holding a majority of the total voting power.

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### ASSOCIATION RECORDS AND FUNDS

**10.1 Records and Audits.** The Association shall maintain current copies of the Declaration, these Bylaws and the rules and regulations of the Association. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All financial and other records shall be made reasonably available for examination by any Unit Owner, the Owner's authorized agents and all Mortgagees. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The financial statements of the Condominium shall be audited at least annually by a certified public accountant.

**10.2 Fund Commingling.** The funds of the Association shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

## ARTICLE 11

### CONFLICT WITH DECLARATION OR LAW

These Bylaws are intended to comply with and supplement the requirements of the Washington Condominium Act and the Declaration. If any of these Bylaws conflict with the provisions of the Act or Declaration, the provisions of the Act and Declaration will apply.

## ARTICLE 12

### NONPROFIT ASSOCIATION

This Association is not organized for profit. No Member, member of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be distributed to, or inure to the benefit of any members of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Member, Board member or Manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any Member or Board member may, from time to time be reimbursed for his actual and reasonable

expenses incurred in connection with the administration of the affairs of the Association.

**ARTICLE 13**

**FISCAL YEAR**

The fiscal year of the Association shall begin on January 1, and end on December 31.

These Bylaws are adopted by Declarant under its authority to adopt initial Bylaws under Section 9.5.1 of the Declaration and are effective upon recording of the Declaration and filing with the Secretary of State of the Association's Articles of Incorporation.

DATED this 6<sup>th</sup> day of June, 1991.

DECLARANT:

THE HOUSING AUTHORITY OF THE  
COUNTY OF KING, a public corporation  
formed pursuant to RCW 35.82.030

By Jim Wiley  
Jim Wiley, Its Executive Director

STATE OF WASHINGTON  
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that Jim Wiley 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 Executive Director of The Housing Authority of the County of King, a public corporation formed pursuant to RCW 35.82.030, to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated June 6, 1991

[Signature]  
NOTARY PUBLIC, State of Washington  
My appointment expires 8.28.94

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**EXHIBIT B - Page 1**

**10.4 Authority of the Association.**

**10.4.1** The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Section 4.1.2, and for services provided to Unit Owners;
- (k) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof

**BYLAWS OF GLENBROOK**  
**EXHIBIT B - Page 3**

excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

**10.4.3** Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

**10.4.4** The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to any emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit.

**10.5 Borrowing by Association.** In the discharge of its duties and the exercise of its powers as set forth in Section 10.3.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of such Unit's pro rata share of said borrowed funds. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.