

COMSTOCK PLACE OWNERS ASSOCIATION
C/O 2907 S. HOWARD STREET
SPOKANE WA 99203

RESTATEMENT OF THE BYLAWS OF THE COMSTOCK PLACE OWNERS ASSOCIATION, A WASHINGTON CONDOMINIUM ASSOCIATION AND NON-PROFIT CORPORATION, December 06, 2021, including all amendments thereto as of September 1, 2024. [This compilation not recorded].

COMSTOCK PLACE OWNERS ASSOCIATION (“Association” or “CPOA”), a Washington Condominium Association and Non-Profit Corporation established by a Declaration recorded July 29, 1971 in Volume 1 of Condominiums, pp 19-22, under Auditor’s Document No. 565747C, being a portion of the W half of the NE quarter of Section 31, Township 25 North, Range 43 East, Willamette Meridian, Spokane County, Washington, Assessor’s Property Tax Parcels 35311.1801 through 35.311.1814, as **GRANTOR**, hereby grants to **COMSTOCK PLACE OWNERS ASSOCIATION**, as **GRANTEE**, the following duly adopted Restated Bylaws:

1. The Condominium Association. The Comstock Place Owners Association is a community of persons (“Owners”) having a legal ownership interest in one or more of the 14 residential housing units on the property described above. An Owner includes a contract vendee under a contract of sale but does not include a person with an ownership interest held solely as security for repayment of money. Each housing unit includes limited common elements and a limited common area for the exclusive use of the Owners of the housing unit, including a garage, private patio(s) and yard. Each housing unit constitutes a “residential housing unit” as defined in the Spokane, Washington Municipal Code, and the allowed and non-allowed uses of each unit are limited by that Code.

Association-owned common property includes limited elements and limited common areas; the undeveloped portion of the real property; fencing and private driveways; common communication and electrical fixtures and equipment; a swimming pool; and, the water, storm drainage and sewer facilities serving the units in common. The Owner(s) of each housing unit, collectively (if more than one Owner of a unit) have an equal, undivided 1/14th (one fourteenth) ownership interest in Association owned common property, also known as the common elements, no matter the number of Owners or residents of each unit.

The CPOA is managed by a Board of Directors, elected by the Owners, that is responsible for the operation and maintenance of the common elements, for compliance with all relevant federal, state and local laws, and for management of CPOA funds, which derive from assessments on each housing unit. The Board is responsible for enforcement of the Declaration, these Bylaws, and the Community and Pool Rules. The Board has a fiduciary duty to all Owners to represent the interests of each of them equally and to safeguard CPOA funds for their mutual benefit. All residents may- and are encouraged to volunteer to help with in operation and maintenance of the common elements and participate in committees to assist in same, subject to Board approval and in compliance with casualty and liability insurance coverage.

2. Statutory Authority and Scope

A. The CPOA was formed and continues under authority of Revised Code of Washington (RCW) 64.32, as amended in part by RCW 62.34 as to condominiums, RCW 24 as to Non-Profit Corporations, and RCW 64.38 as to community property associations. The CPOA operates the private swimming pool in conformance with the health and safety requirements of the RCW and the Washington Administrative Code (WAC).

B. The use of each housing unit and use of the common areas is limited to what is allowed by the Condominium Declaration, these Bylaws, the Community Rules and the Spokane Municipal Code. Owners of an individual housing unit collectively have a single vote on behalf of all Owners of that unit on matters concerning CPOA affairs where the Declaration and Bylaws provide for a vote.

C. The number and type of residents (family or unrelated) allowed to occupy a residential unit is the number is limited by local building codes and by local, state and federal laws relating to occupancy by unrelated persons.

D. The authorities listed in this Section as amended from time to time set out the rights and obligations binding on all Owners, residents, their lessees, guests and business invitees and are for the Owners' individual and combined benefit. These Bylaws are effective as of the date attestedf to by the Board President and supersede and replace the provisions of all previous versions of same.

E. In any conflict between the provisions of the Declaration, these Bylaws, and the Community and Pool Rules, the provisions of each document shall supersede and control over the others in that same order of precedence.

3. Procedures, Quorum and Voting at Association Meetings

A. At any meeting of all Owners ("CPOA Meeting") a simple majority (one half plus one) of the Owners, who may appear in person or by written proxy, shall constitute a quorum necessary for a vote and necessary to approve any matter that is subject to a vote, except where these Bylaws expressly provide otherwise.

B. There shall be an Annual CPOA Meeting held in the last quarter of each calendar year, plus additional meetings if called by the Board or if requested in writing and signed by a majority of the Owners and stating the issue(s) to be considered. All Owners may attend an CPOA Meeting.

C. At the Annual Meeting the Owners shall consider and approve a Reserve Fund Plan update and a budget for operations and maintenance (O&M) and Reserve Fund expenditures for the following calendar year. The budget shall include the revenue to be generated by monthly assessments imposed on the housing units. The budget also may include special assessments imposed, in exceptional circumstances, on one or more housing units together with a payment plan. Proposed special assessments in a budget must be approved by a supermajority of 60% of the Owners. Proposed budget revenue for the Reserve Fund shall comply with the current Reserve Study Approved Plan. Proposed expenditures of Reserve Plan funds shall be consistent with the Reserve Study Approved Plan.

D. Notice of a CPOA Owners meeting shall be sent to all Owners by any means calculated to afford actual notice and not later than seven days prior to the meeting date. An Owner's failure to receive notice shall not void the result of any vote taken at the meeting. Attendance at the meeting waives any claim of lack of notice.

1. Notice of an CPOA meeting shall include the date, time and place, a tentative agenda, and any matter that requires a vote.

2. CPOA meetings shall be held at a place reasonably accessible to all Owners. An Owner who fails to receive meeting notice and who thus does not attend may request reconsideration of matters voted on in that meeting.

E. The Board President or delegate shall preside over all Association meetings. All Owners are entitled to be heard at the meeting but shall direct any questions to the presiding officer. Persons attending shall speak civilly and treat each other with respect.

F. The minutes of an Association meeting shall list the persons present including any written proxies, presence of a quorum, and the result of any vote(s) taken. The Board shall review and approve the minutes and distribute to each Owner.

4. Board of Directors

A. CPOA affairs shall be managed by a Board of five Directors, each elected by the Owners at the Annual Meeting for a three-year term after the existing term for a Director expires or a position becomes vacant. Every adult resident Member is qualified for election to be a Director. There are no term limits on service as a Director. A Director at any time may choose a shorter term.

B. The Board may declare a Director's position to be vacant upon the Director's voluntary resignation, disability or death; upon the Director's consecutive unexcused absences from Board meetings; upon the Director's arrest, indictment for- or conviction of a crime involving honesty; or, for other cause. A Director who is subject to removal shall be entitled to notice and hearing before the Board to challenge the action. The Board's decision on same shall be final.

C. A Director may resign at any time for any reason or no reason by giving notice of same and the effective date to the remaining Directors. The Board shall appoint a person to fill a vacant Board position for the remaining term of that position.

D. A supermajority of 60% of the Owners may propose recall of an elected Director for cause by signing a petition stating the cause and delivered to the Board Secretary. Upon receipt of a valid petition the Board shall set an Association meeting to consider the petition. The person subject to recall is entitled to be heard. A 60% supermajority is required to approve the recall.

E. The Board manages the collection of assessments on the housing units and controls expenditures consistent with the annual budget and the Reserve Study Plan. The Board may contract with private parties for maintenance, repair, and replacement of Association common elements. The Board may contract for outside professional management of certain Board functions with the approval of the Owners as part of the budget process.

5. Board Meetings and Procedures

A. The Board shall meet at least quarterly each calendar year in addition to the Annual Meeting. The meeting date, time, and place should be accessible to all Directors and may be attended by telephone or internet audio/video. The Board President or, on request, three or more Directors may schedule additional Board meetings and propose the agenda. The schedule for Board meetings shall be available to any Owner on the Owner's request. Any Owner may attend Board meetings unless the Board determines a need to discuss a matter in confidence

B. The Board Secretary shall give notice of a Board Meeting and the tentative agenda to all Owners prior to the meeting except in an emergency not allowing time for notice. A Director may waive notice, and lack of notice to any person does not make a Board action void if a quorum is present and voting requirements if applicable are met. A simple majority of the current number of Directors shall constitute a quorum for conducting business. A quorum is required to approve or deny a motion on any particular matter for which a motion or vote is required, and a simple majority may pass a motion. A motion not seconded or approved shall be deemed denied.

C. The Association annual budget shall allocate sufficient funds to pay the annual premium for Directors and Officers insurance coverage and sufficient funds held in reserve to pay the deductible amount.

D. As allowed by state law, the Board may employ volunteer Owners and committees of Owners in compliance with the terms of the Association's insurance coverage. The committees may be assigned minor maintenance and repair or research and recommendations for Reserve Fund projects. Reports of committee activity shall be included on each Board meeting agenda.

6. Board Officers

A. The Board after each Annual Meeting shall elect, among themselves, a President, Vice President, Treasurer, Secretary and Member at Large as Officers, who may hold the position for the following calendar year. There are no term limits on service as an Officer. Directors serving multiple terms should consider exchanging positions on the Board to provide for continuity in management.

B. The President shall arrange for and preside over all Board and CPOA meetings. All correspondence related to the CPOA shall be directed to the President, who shall respond to same as appropriate on behalf of the CPOA.

C. The Vice President shall assume the duties of the President in the President's absence or inability to serve, for the period of such absence or disability. If the Vice President also is unable to serve, the Board shall delegate another Director to assume those duties for the duration.

D. The Treasurer shall maintain full and accurate accounts of all revenues and expenditures of CPOA funds and shall, at least annually, transmit same to the Secretary for archiving. The Treasurer shall assist in preparing and managing the annual budget and shall report on the status of revenues and expenditures on request by any other Director.

E. The Secretary shall send all notices required by these Bylaws to be sent, shall keep notes of all meetings, circulate same to the Board for approval, and upon approval shall transmit those notes to all Owners. The Secretary shall keep an archive of all expenses for at least two years. The Secretary shall prepare annually

a digital copy of all records required to be kept and make them available to any Director or Owner on request.

7. Financial Management

A. The monthly and total annual revenue budgeted for the Reserve Fund shall not be less than the amount identified in the currently adopted Reserve Study Plan and shall not be commingled with revenue allocated to O&M. For each budget year the Board first shall accept a Reserve Plan and shall then submit it for approval to the Owners for approval as part of the annual budget. Reserve Fund revenue and expenditures shall be compiled and reported quarterly, and the year-end account balance shall be carried over from year to year.

B. The annual budget shall include funds for a liability insurance premium in a commercially reasonable coverage amount against claims against the Association for personal-and bodily injury and property damage; for casualty insurance based on the most current estimate of the combined value of Association property; and, for the deductible for one or more claims against that coverage. Money allocated for the deductible amount shall not be expended for any other purpose during the budget year except in an emergency as declared by the Board.

C. Any non-routine expenses payable to any person or entity, including to a Director, first shall be reviewed and approved by at least one other Director before payment. No Director may have a financial interest in any expenditure of Association funds other than when the financial gain or advantage is shared generally by all Owners. Reimbursement of a Director for approved expenditures for O&M shall not constitute a conflict of interest.

D. Emergency- or excess expenditures for O&M may be borrowed from but then repaid to the Reserve Fund as soon as the Board determines that repayment is feasible. Any such transfers shall be noted in the monthly financial reports. For expenditures for O&M that exceed the annual budget, the Board shall proceed as provided for in RCW 64.34.384, as amended from time to time.

E. Expenditures from the Reserve Fund may be made only for construction (including planning and design), reconstruction, major improvement or repair of the common elements as are listed in the currently adopted Reserve Study and

Funding Plan. Proposed Reserve Fund expenditures in a budget year shall be approved by the Owners at the Annual Meeting or at a special meeting called for such purpose. Any such expenditures not already approved for the current year shall require the approval, at a special meeting, of a supermajority of 60% of the Owners present and voting. The expenditure shall be accounted for in the annual review or update of the Reserve Study Plan. Any written instrument (check, ACH transfer or other) drawing on the Reserve Fund for payment shall require the approval of at least two Directors.

8. Rights of Owners and Residents

A. Each Owner is entitled to the quiet enjoyment of the Owner's private property, including the limited common area that is allocated to that Owner's household unit on the CPOA plat. Quiet enjoyment means the right to the full use and enjoyment of one's property free from unreasonable interference. The CPOA Community Rules describe limits on activities within the community that could affect quiet enjoyment.

B. Each Owner is entitled to exclusive use of the Owner's housing unit and limited common areas allocated to that unit. An Owner may modify, repair and replace and shall maintain in good working order the limited common elements within the unit at the Owner's expense, in compliance with state and local fire- and building code requirements. Limited common elements include the water, sewer, electric, lighting, heating and cooling and communication fixtures and equipment; the walls and floors; the roofing of the residence and garage, including but not limited to roofing materials, vent collars and flashing, gutters and downspouts; the interior chimneys and vents; and, the doors and windows and screens and windows of the individual housing unit; and, the garage and other limited common areas not described above.

C. An Owner may lease a legal possessory interest in the housing unit to any other person or persons, up to the number of occupants allowed under federal, state, and local law, but only for a term of six months or longer. The Owner shall promptly notify the Board of the lease and shall submit a copy of same for review for compliance with the Declaration, Bylaws, and Community and Pool Rules. The

Owner and lessee(s) shall be jointly and severally liable for the lessee's violation of these Bylaws or Rules and shall acknowledge so in the lease.

D. Each Owner, resident, Owner's guest and business invitee, while upon CPOA property, shall have the right to freedom from discrimination by any other such person, whether by oral, written or physical harassment, based on the victim's sex, sexual or gender orientation, marital status, disability, race, creed, color, national origin, and any other status protected by federal, state or local law.

9. Community Rules and Enforcement

A. The Board, with the advice of the Owners, adopts and enforces rules for use of the common- and limited common areas and elements and certain uses of the household unit. Community Rules and Pool Rules implement the Declaration and Bylaws and shall be consistent with same and with applicable federal, state and local law. Proposed revisions and additions to those Rules and that meet those criteria shall be referred by the Board to the Owners for approval, with a supermajority of 60% of the Owners required to approve.

B. Complaints and disputes as to any Owner's compliance with the Bylaws or Community Rules should be resolved if possible by the most informal means available. If not resolved, the Board shall hear and decide any complaint on request of any Owner. The Board is a forum for dispute resolution between Owners as to claimed violations of these Bylaws or Community Rules. In such case both sides of a dispute shall be heard, and the Board shall decide what remedy, if any, is appropriate. An Owner may, instead, pursue any such claim in the municipal, state and federal court system or by private mediation or arbitration at its own initiative and expense, as allowed by applicable law, in lieu of dispute resolution by the Board.

C. The Board as necessary may enforce these Bylaws and the Community and Pool Rules by imposing fines, forfeitures or other remedies. The Owner is jointly responsible for wrongful acts or omissions by any other resident of the Owners' household, including a lessee, or by the Owner's guest(s) or business invitee(s). As provided by state law, a fine imposed against an Owner may be enforced as both a personal liability and as an assessment, secured by a lien, upon the Owner's

household unit. A violation of the Bylaws or Community Rules that creates financial liability in any form to the CPOA shall be recoverable from responsible person(s) and, if legally allowable, the amount to be recovered also may be imposed as an assessment and lien upon the person's Household.

10. Assessments

A. Each Owner shall pay when due monthly- and any special assessments for the costs of O&M and to the Reserve Fund in the amounts stated in the approved annual budget. Payment shall be made by electronic funds transfer or by a written instrument sent to the address provided by the Board. The assessments shall constitute a lien upon an Owner's household unit until paid. Assessments or any portion of same that remain unpaid more than 60 days after the due date may be collected by any available judicial process, including a suit to foreclose the lien or a collection action against the Owner(s), jointly and severally. In any such process the CPOA shall be entitled to recover its reasonable fees and costs, including attorney fees, incurred in the process of collection.

B. Regular recurring assessments are due each month no later than the 5th day of the month. Payment is delinquent if not received in full by a Board member or a designated agent by the 15th day of the month. Delinquent payments may be subject to late fee in an amount set out in the Community Rules. Special assessments shall be payable on a schedule determined by the Board with notice to the Owner(s) whose property is assessed.

C. A person or entity who acquires a share of CPOA property by foreclosure of an Owner's debt and who thereby extinguishes a junior lien for CPOA assessments shall be liable for any delinquent assessments on that property for up to the six months period preceding the foreclosure sale, or to the extent otherwise allowed by RCW 64.34.364, as amended from time to time. Any additional CPOA assessments that are delinquent and remain unpaid, but that are not chargeable under state law to the person or entity who acquires the property by foreclosure, may be claimed against the former Owner(s) of the unit who were responsible for payment as a joint and several personal liability, as provided by RCW 64.34.364, as amended from time to time.

D. The Declarations assign an equal value to each of the 14 housing units in the CPOA. The standard monthly assessments payable as to each unit shall be the same except for any Board imposed special assessments, fees, fines or other charges imposed on one or more housing unit.

11. Maintenance and Repair

A. Each Owner shall maintain and repair the limited common elements of the Owner's housing unit as are described in Section 8, above. The CPOA is responsible for maintenance and repair of the other common elements defined in the Declaration and these Bylaws. An Owner may modify or alter the interior of the Household in any manner that does not impair its structural integrity and shall obtain at the Owner's expense any state or local permits necessary to perform such alteration. Any structural damage or impairment shall be repaired promptly on demand by the Board and if not so repaired may be repaired by the CPOA, with all costs of same to be charged as a special assessment on that housing unit, enforceable by a lien.

B. No Owner shall cause or allow the interior of the Owner's housing unit, including the limited common areas, to constitute a private or public nuisance or threat to public health. No Owner may keep building materials or construction debris in the central greenspace. Television and radio antennae and satellite dishes shall not be placed higher than the roofline of the structure to which they are attached and should be placed on or over the Owner's limited common area and shielded from view whenever feasible.

C. An Owner at its expense shall maintain the landscaping within its limited common area and may maintain the landscaping within the common area immediately adjacent to the residence and garage. The CPOA shall supply irrigation water to all common- and limited common areas. Owners shall keep irrigation water directed away, and topsoil graded away, from nearby foundations and siding, and shall direct water from downspouts away from structures. Trees or shrubs with root structures or canopies that could affect foundation walls, exterior siding, or gutters may be allowed only after Board approval of a planting plan that taking those possible effects into account.

D. No trees, shrubs or outdoor furnishings shall extend over or into another Owner's limited common area without that other Owner's express permission. The responsible Owner's failure or refusal to correct a violation of this provision is cause for the Board to trim or remove the vegetation or structure at that Owner's expense, with the costs of same collectible if necessary by special assessment.

12. Additions and Alterations to Housing Units and Limited Common Areas.

A. Any addition or alteration to the configuration of any housing unit may only be allowed as provided for herein. An addition to or alteration of a housing unit to create a legally recognized separate housing unit, aka "accessory dwelling unit," or a partition or combination of one or more housing units shall require prior Board approval based on compliance with the Declaration, these Bylaws, and the Spokane Municipal Code. An alteration of the property line between two abutting limited common areas also shall require Board approval. As a condition of such approval, the person proposing same shall be responsible for the cost of replatting, the cost of real estate title transactions, the cost of calculating and submitting for Board approval a re-allocation of shares of the undivided common interest in Association property, and the cost of recording any and all of the subject documents.

B. No addition or alteration to a housing unit (residence or garage or both) may extend beyond the platted property line of same except by prior written consent of the Board. As a condition of such consent the Board shall require the Owner's agreement, prior to the start of any construction, to undertake and pay all costs of a replat and to compensate the Association for the fair market value of any common area to be enclosed for the Owner's private use.

C. Any and all alterations or additions to a residential structure or to a limited common area, including the garage, shall comply with all current state and local building and fire codes and the terms of any required building permit. All required permits shall be obtained at the Owner's initiative and expense and shall be available to the Board upon request. Any additional doors or windows shall be located so as not to interfere with any adjacent Owner's reasonable expectation of privacy. The construction of any addition, alteration, partition or combination

of structures as allowed by this Section shall be at the permitted person's sole risk of liability for injury or property damage caused by the activity.

D. An Owner may alter or add to the exterior structure of the Owner's housing unit only if compatible in design and general appearance to the original structure and to the CPOA architectural design as a whole, as determined by the Board. The roofline of any such alteration or addition shall not extend beyond the highest peak of the roofline of the original structure. The addition shall not unreasonably alter an adjacent Owner's access to air and light and expectation of privacy. The Board will establish a uniform color scheme for the siding and roofing of the residential structures and garages, roofing material and color, garage doors and door and window trim, to be published in the Community Rules.

E. The Board shall consider an Owner's request to alter or add to the exterior of any structures that comprise the housing unit within 5 days after receipt of the Owner's request. Time shall be extended if needed to consider requested additional information. The request is deemed approved at the expiration of that time unless a majority of the Board notifies the Owner in writing of the grounds for disapproval and the modifications needed to allow for approval. All requests shall be considered and decided in line with past precedent if any.

F. No habitable structure may be erected or maintained within the limited common areas allocated to a housing unit except as allowed above. No enclosed structure may be erected or maintained within the rear patio of any housing unit abutting the central greenspace.

G. An Owner permitted to alter or add to a housing unit shall be liable to the CPOA for any damage to the common elements of the housing unit and shall hold the CPOA harmless from any claim of injury or property damage caused to any other person by the construction or maintenance of the addition or alteration.

13. Signage

A. Signage of any kind in or on any portion of the common area is not permitted except as expressly provided for below. The common area is CPOA private property and is not a public forum nor a limited public forum.

B. An Owner may place signage in the interior of the Owner's residential unit in a way that is visible only from the Owner's limited common area, from the private driveways or from public right of way. A single sign of standard dimensions advertising the Owner's unit for sale or lease may be placed outdoors along the adjacent driveway, and one similar sign may be placed in the common area abutting 29th Avenue or Howard Street, only for such time as the Owner's unit is available for sale or lease.

14. Right of Entry

The Association retains the right to enter any housing unit if and when circumstances require such entry. Such circumstances include but are not limited to a status check of the occupant(s) health, an inspection of the commonly owned elements of the residential household unit for water infiltration or other damage, and in any case when necessary to determine if a violation of these Bylaws exists, such as an alleged failure to maintain the premises in a manner conforming to public health or safety codes. In all such cases the Association shall attempt to give the unit Owner reasonable prior notice, in any matter intended to give actual notice, of such intent to enter.

15. Amendments to Bylaws

These Bylaws may be amended at a duly called and noticed meeting of Owners and approval of a supermajority of 60% of the Owners present and voting. The proposed amendment(s) must be published prior to or together with the meeting agenda in order to be considered.

This is to certify that the foregoing Restatement of the Bylaws of the Comstock Place Owners Association, a Washington non-profit corporation, were duly enacted by vote of the Association on December 6, 2021 with duly enacted amendments in effect as of January 1, 2024.

William Scheiderich, Board President