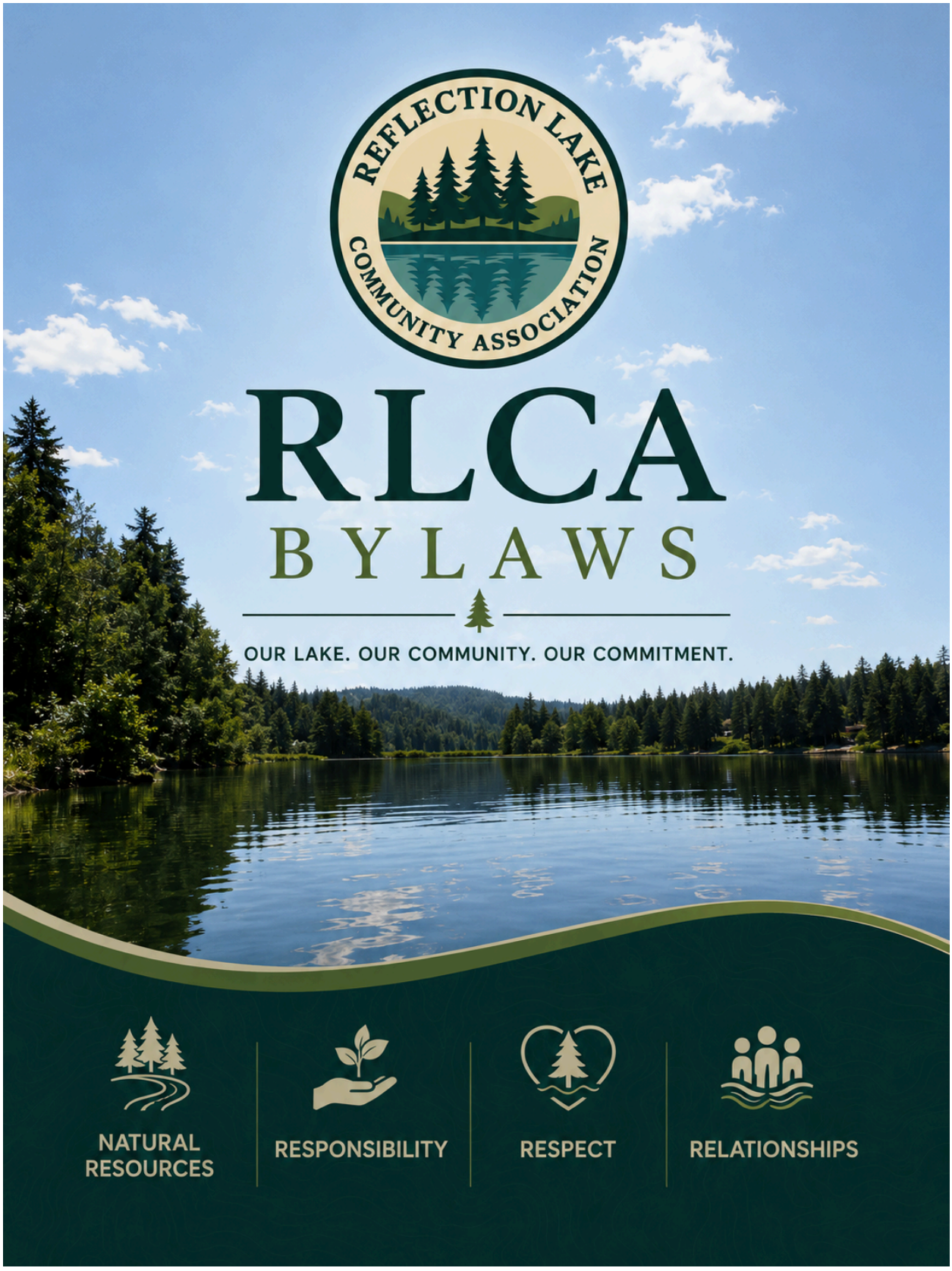
REFLECTION LAKE
COMMUNITY ASSOCIATION
RLCA
BYLAWS
OUR LAKE. OUR COMMUNITY. OUR COMMITMENT.
NATURAL RESOURCES
RESPONSIBILITY
RESPECT
RELATIONSHIPS

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BYLAWS OF THE REFLECTION LAKE COMMUNITY ASSOCIATION

(Proposed July 2026)

ARTICLE I: NAME OF THE ORGANIZATION

1.1 Name.

The name of this nonprofit corporation, UBI 601-496-905, is REFLECTION LAKE COMMUNITY ASSOCIATION, which shall be referred to hereinafter as the "Association" or "RLCA."

1.2 Principal Office.

The principal office of the Association shall be 37708 N. Sheets Road, Elk, Washington 99009, located in Spokane County, State of Washington.

ARTICLE II: PURPOSE

2.1 Purpose.

The primary purpose of the Reflection Lake Community Association shall be to:

(a) Natural Resources: Protect the beauty and healthy natural environment of our lake.

(b) Responsibility: Keep dues/assessments as low as possible, utilize sound and transparent financial management practices, and responsibly invest in long-term infrastructure.

(c) Respect: Focus policies and decisions on safety, sustainability, and fairness, consistent with our governing documents and applicable law. We strive to allow residents to responsibly use their properties without unnecessary restrictions, while still maintaining a respectful and well-kept community.

(d) Relationships: Strengthen community relationships through open communication, respect, and mutual support, and cooperate with other organizations to enhance our goals.

2.2 General Powers.

The Association shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote its purposes, except carrying on a business or trade for profit.

2.3 Hierarchy of Authority

The following order of authority applies to all association decisions, actions, rules, and interpretations:

(a) Federal and State Law
(b) Recorded Covenants, Conditions and Restrictions (CC&R)
(c) Bylaws
(d) Rules, Policies and Resolutions.

ARTICLE III: MEMBERSHIP

3.1 Membership.

Every person or entity that acquires record title to a Lot shall automatically become a Member of the Association. Membership may not be separated from Lot ownership and shall transfer automatically upon conveyance of the Lot. Membership in the RLCA shall be appurtenant (rights, privilege, improvements) to and inseparable from ownership of a Lot within the Association.

3.2 One Membership Per Lot; Voting Status.

(a) Each Lot shall be entitled to one (1) Membership in the Association.

(b) If a Lot is owned by more than one person or entity, all such co-owners shall collectively constitute a single Member with respect to that Lot and shall designate one voting representative for purposes of Association voting and notice.

(c) Ownership of multiple Lots shall entitle the owner to one Membership per Lot. For purposes of notices the Association may treat multiple Lots owned by the same owner as a single Member, such as mailers to owners.

3.3 Rights and Obligations of Members.

Members shall be entitled to all rights, privileges, and benefits of membership as provided in the Articles of Incorporation, these Bylaws, and applicable law, including RCW 64.90.Members shall also be subject to all responsibilities, assessments, charges, and liabilities imposed by the Association.

3.4 Use of Common Areas and Facilities.

(a) Members, their household occupants, and invited guests may use the Common Areas and facilities owned or maintained by the Association, subject to the Declaration, recorded rules, and reasonable regulations adopted by the Board of Directors.

(b) Use rights are appurtenant to the Lot and do not create any ownership interest in the Common Areas.

(c) No overnight camping shall be permitted on access lots or Association Common Areas, unless expressly authorized by rule or resolution of the Board.

(d) Members may not change the appearance of the common elements without approval of the board. (RCW 64.90.255 2)

3.5 Rules and Regulations.

The Board of Directors may adopt, amend, and enforce reasonable rules and regulations governing the use of Common Areas, facilities, streets, lake access lots, and other Association property, consistent with these Bylaws, and RCW 64.90.505. Rules should be adopted at the regularly scheduled Board Meeting and advanced notice to members provided in a Board Packet. Members will have an opportunity to comment in the Community Forum. Such rules shall be effective upon adoption.

3.6 Member Address and Notice.

Each Member is responsible for providing the Association with a current mailing address and, if applicable, an electronic address for notice. Electronic notices shall be provided consistent with RCW 64.90.515. Members may consent to or revoke consent for electronic notice in the form of a record delivered to the Association. Notices shall be deemed properly delivered when sent to the last email address, if not available to the last mailing address, provided by the Member in accordance with RCW 64.90.445 and RCW 24.03A.

3.7 Member Discipline; Due Process.

Members shall have the right to redress any hearing, of any grievance to the Board of Directors or to a grievance committee duly established by the Board of Directors. (See Bylaw Article XII A-F, Grievance Resolution Procedure).

3.8 Membership Pass.

(a) The Association will issue a Member Pass for identification or use control, subject to payment of assessments as provided in the governing documents.

(b) Each member shall be entitled to one Member Pass per lot, which shall afford the holder of said pass, as well as the members of the immediate family access to recreational areas maintained by the Association. Each Lot is entitled to a Member Pass as determined by payment of annual assessments. Guests must be with the owner or carry a membership pass. Members are responsible for guests.

ARTICLE IV: FINANCIAL PROCEDURES AND ASSESSMENTS

4.1 Authority.

The Association (RLCA) has authority under RCW 64.90 to levy regular and special assessments to fund common expenses, reserves, and community operations. All assessments are the personal obligation of the lot owner at the time they are levied and constitute a lien on the lot as provided in RCW 64.90.485.

4.2 Budget and Ratification.

(a) Preparation. Each spring, the Treasurer, Board, and committees prepare a proposed budget for the next fiscal year.

(b) Adoption. The Board adopts the proposed budget and determines the regular assessment for each lot. The regular assessment is determined by dividing the budget by the number of owner lots.

(c) Owner Notice. Within thirty (30) days of adoption, the Board shall deliver the budget and a summary to all owners and set a ratification meeting no less than fourteen (14) and no more than fifty (50) days thereafter.

(d) Ratification. Unless a majority of the votes in the Association reject the proposed budget at the annual meeting, it is deemed ratified. (RCW 64.90.525)

(e) Fiscal Year. The fiscal year shall run from September 1 to August 31, unless changed by Board resolution and reported to the IRS.

4.3 Two-Signature Requirement.

(a) Required. All checks, drafts, electronic payments, promissory notes, or other instruments for the payment of money issued by the Association shall require two authorized signatures.

(b) Authorized Signers. One signature shall be that of the Treasurer. If the Treasurer is unavailable or unable to sign, the second authorized signer may be another Director designated by resolution of the Board of Directors.

(c) Board Authority. The Board of Directors may adopt and amend, by resolution, a list of authorized signers and internal controls for Association disbursements, consistent with applicable law and generally accepted accounting practices.

(d) Checks and Drafts. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Association shall be signed or endorsed with two directors' signatures. One of those signatures being that of the Treasurer or if the Treasurer is unavailable or unable, then by another director that from time to time, is determined and granted authority to do so by resolution of the Board of Directors.

4.4 Assessments.

(a) Regular Assessments. Annual assessments are billed after budget ratification and are due August 1. Accounts unpaid after October 1 are delinquent.

(b) Special Assessments. The Board may levy special assessments for capital improvements or health, safety, welfare, or litigation purposes. Written notice of the

proposed assessment and hearing must be provided to all owners at least twenty (20) days in advance.

(c) Billing & Payment. The Association shall accept at least one payment method that does not require a service fee, such as check. (RCW 64.90.480 Assessments)

4.5 Collection of Delinquent Assessments.

(a) Late Charges & Interest. The Board will impose a late fee after October first of 10% of the regular assessment. Delinquent assessments (those who have not paid for more than a year) will have an annual fee of 12%. Interest and late fees do not exceed the maximum lawful rate under RCW 19.52.020.

(b) Payment Plans. The Treasurer may approve written payment plans. Failure to comply with the plan reinstates all fees and enforcement rights.

(c) Notice of Delinquency. Before recording a lien, the Association shall provide written notice stating the amount owed, the due date, and the right to cure within not less than 30 days.

(d) Lien and Foreclosure. Unpaid assessments, together with permitted costs and fees, constitute a lien on the lot under RCW 64.90.485. The lien may be foreclosed only as provided by statute.

(e) Priority and Release. Lien priority and satisfaction shall conform to RCW 64.90.485. Upon payment in full, the Association shall record a Satisfaction and Release of Lien with the Spokane County Auditor.

4.6 Execution of Contracts and Instruments.

(a) Authority to Execute. Except as otherwise provided in these Bylaws or required by law, the Board of Directors may authorize any Officer, Director, managing agent, or other agent of the Association to enter into contracts or execute instruments on behalf of the Association. Such authority may be general or limited to specific matters and shall not exceed one (1) year, unless renewed by Board resolution.

(b) Required Signatures. Unless otherwise determined by the Board of Directors or required by law, all formal contracts, promissory notes, and other evidences of indebtedness, deeds of trust, mortgages, and other instruments binding the Association shall be executed by two authorized officers or directors, at least one of whom shall be the President or Treasurer, or their Board-designated designee.

(c) Board Controls. The Board may adopt written policies governing execution authority, spending limits, and internal controls, consistent with applicable law and these Bylaws.

(d) Execution of Contracts. The Board of Directors, except as may be otherwise provided in these by-laws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument or document in the name of and on behalf of the Association and such authority may be general or confined to specific instances limited to one year. Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts, promissory notes and other evidences of indebtedness, deeds of trust, mortgages and other corporate instruments or documents requiring the corporate seal, shall be executed, signed or endorsed by the President or the Vice President(s), and by the Secretary or the Treasurer.

4.7 Financial Reporting and Transparency.

(a) Annual Report. Within 60 days after the fiscal year-end, the Treasurer shall present an annual financial report to the Board and membership.

(b) Audit or Review. If annual income exceeds $50,000, a licensed auditor shall conduct an independent review or audit; otherwise, the Board may perform an internal audit.

(c) Owner Access. Association financial statements, budgets, and minutes shall be available to owners upon request in accordance with RCW 64.90.495.

(d) Online Posting. Monthly Treasurer’s reports and paid invoices over $100 will be posted on the Association website for member review as per Mediated Settlement Agreement.

4.8 Enforcement and Penalties.

(a) Uniform Enforcement. The Board shall uniformly enforce all duly adopted covenants, bylaws, and rules.

(b) Notice and Hearing. Before any fine, penalty, or suspension is imposed, the member will receive written notice and an opportunity to be heard before the Board or a designated committee.

(c) Fines. Monetary penalties established by Board resolution become due 30 days after notice. Unpaid fines may be collected as assessments but shall not be subject to foreclosure unless allowed by RCW 64.90.485(3).

(d) Restitution. The Association may seek restitution for damages to common areas or Association property.

(RCW 64.90.405 Rules and Enforcement)

ARTICLE V: BOARD OF DIRECTORS

5.1 Management Responsibility.

The RLCA shall be governed by a Board of Directors ("Board"). The Board is responsible for exercising all powers of the Association, except those reserved to the members under the governing documents or applicable law. The Board shall manage the business affairs, assets, operations, and policies of the Association in accordance with RCW 64.90, the Articles of Incorporation, and these Bylaws.

5.2 Number and Qualifications of Directors.

(a) Number of Directors. The Board shall consist of nine (9) directors.

(b) Qualifications. All directors must:
(1) Be members of the Association for at least one (1) year prior to election or appointment;
(2) Be current in all assessments.

(c) A reduction in the number of directors shall not shorten the term of any sitting director.

5.3 Elections and Terms.

(a) Terms of Office. Directors shall serve three-year staggered terms, with approximately one-third of the positions elected each year.

(b) Election Procedure. Directors shall be self nominated. (See Article IX Voting, and RLCA Election Policy.)

(c) Failure to Elect at Annual Meeting. If the annual meeting is not held, or if the members fail to elect the full slate of directors, the members may elect directors at a special meeting called for that purpose.

5.4 Director Terms.

Director terms are three years. New terms take effect at the first meeting following the annual meeting.

5.5 Vacancies.

(a) Causes of Vacancies. A vacancy exists upon: death, resignation, or removal of a director; expansion of the authorized number of directors; failure of the members at a meeting to elect the full number of directors; or a vacancy declared by the Board for a reason permitted by law.

(b) Filling Vacancies. A vacancy may be filled by:

(1) A majority vote of the remaining directors, even if fewer than a quorum; or

(2) Each appointed director shall serve until the next member election, at which time the remainder of the term shall be filled by member vote.

(c) Limitation. No more than one-third (1/3) of the Board, or remaining Board may consist of appointed (unelected) directors at any time, unless the vacancy persists due to lack of candidates.

5.6 Removal of Directors.

(a) Member Removal. Community Members may remove one or more directors without cause at a special meeting of the members called exclusively for that purpose. Notice must state that removal of directors is the purpose of the meeting. Member quorum and voting requirements shall follow RCW 64.90.455. The director subject to removal must be given an opportunity to speak before the vote.

(b) An Individual Board Director may be removed by the Board of Directors for Delinquent Assessments see (RCW64.90.520 (4)).

5.7 Resignation.

A director may resign at any time by delivering written notice to the Board. Resignation becomes effective upon delivery unless a later effective date is specified. If the Board accepts a future-effective resignation, it may appoint a successor to take office when the resignation becomes effective.

5.8 Regular Board Meetings.

(a) Schedule. The Board shall hold a regular organizational meeting following each annual meeting of the members to elect officers and conduct other business.

(b) Notice. A schedule of regular Board meetings for the year shall be provided to the members in accordance with RCW 64.90.445. Notices of Board meetings shall include the time, date, place, and agenda of the meeting. Materials distributed to the Board before the meeting shall be made reasonably available to Members, except materials relating to executive session matters or unapproved minutes, consistent with RCW 64.90.445.

(c) Open Meetings. All regular Board meetings are open to members. Members may attend and observe and shall be provided a reasonable owner comment period. Members do not vote at Board meetings. The board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting.

(d) Electronic Notices. Notices required under these Bylaws or state law may be delivered by email or other electronic transmission to the address provided by each member. Delivery is effective when sent, unless the sender is notified that the transmission failed.

(e) Electronic Participation. Meetings of the Board or the members may be held, or members and directors may participate, by telephone, video conference, or other real-time electronic means that allow all participants to hear and communicate with each other.

(f) Effect of Participation. Participation electronically constitutes presence in person for quorum and voting purposes.

5.9 Special Board Meetings.

Special meetings may be called by the President if he/she is absent or unable or refuses to act, by any Vice President or by any two directors for any purpose or purposes.

(a) Notice to Directors. Notice must be provided by any reasonable means at least fourteen (14) days in advance unless unanimous director waiver applies, or an emergency exists(RCW 64.90.502). A written notice of the time and place of the special meeting shall be delivered personally to each director or sent to each director by mail or other form of written communication.

(b) Notice to Members. In accordance with RCW 64.90.445, notice of special Board meetings must also be provided to all members fourteen (14) days in advance with time, place, date and agenda for the meeting.

(c) Location. Special meetings may be held in person, by telephone, or via electronic means that allow all directors to hear one another.

5.10 Executive sessions

Executive sessions of the Board may be held only for purposes permitted under RCW 64.90.445, including matters involving litigation, legal advice, personnel issues, contracts, unpaid assessments, or violations of governing documents. Any final action or vote of the Board shall occur in an open meeting. Members are not entitled to attend executive sessions unless invited by the Board. No minutes or recording will be kept. Executive sessions are called from an open meeting and returned to an open meeting.

5.11 Notification of Absence and Director Voting.

(a) Director(s) have a duty to notify a current board officer that they will not be in attendance at a regular or special meeting.

(b) Director Voting: Each Director shall be entitled to one vote on matters before the Board. Directors may not vote absentee or by proxy. Directors participating in a meeting through authorized electronic means are considered present and may vote. Unless otherwise required by law or these Bylaws, Board action requires approval by a majority of Directors present at a meeting where quorum is established.

5.12 Quorum.

A minimum of five directors constitutes a quorum. Actions by the Board require a majority vote of directors present unless a greater number is required by law or these Bylaws.

5.13 Adjournment.

A majority of directors present, whether or not constituting a quorum, may adjourn a meeting to a stated date, time, and place. If the adjournment is to a meeting more than 24 hours later, notice must be given to all directors and members consistent with RCW 64.90.445.

ARTICLE VI: BOARD OF DIRECTORS' RESPONSIBILITIES

6.1 General.

Subject to any limitations of the Articles of Incorporation, or these Bylaws, and of the General Non-profit Corporation Law of Washington, RCW 64.90, and subject to the duties of directors as prescribed by these Bylaws, all corporate powers of the Association shall be exercised by or under the authority of, and be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board of Directors shall have the following responsibilities:

To elect and/or remove any officers, agents and employees of the Association and prescribe such powers and duties for them as may not be inconsistent with Washington law, the Articles of Incorporation or these Bylaws;

To conduct and control the affairs and business of the Association and to make such rules and regulations not inconsistent with Washington law, the Articles of Incorporation or these By Laws, as they may deem best;

To change the principal office for the transaction of the business of the Association from one location to another within the same county as provided in ARTICLE I, paragraph 1.2, hereof;

To designate the place for the holding of any members' meeting or meetings;

To adopt, make and use a corporate seal, or RLCA logo and to prescribe the forms of membership passes and/or membership identification cards, from time to time, as in their judgement they may deem best;

To appoint an Executive Committee and other committees, and to delegate to such Executive Committee any of the powers and authority of the Board of Directors in the management of the business and affairs of the Association except the power to adopt, amend or repeal these Bylaws Any such Executive Committee shall be composed of two or more directors.

6.2 Standards of Care and Conduct of Directors.

(Adopted pursuant to RCW 64.90.410 and RCW 24.03A.495 – .640).

(a) Fiduciary Duty. Directors and Officers shall act in good faith, with loyalty and ordinary prudence, in the best interests of the Association as required by RCW 64.90.410 and RCW 24.03A.

(b) Conduct of Directors and Officers shall:

(1) Perform duties honestly and diligently;

(2) Place Association interests above personal or individual lot interests;

(3) Avoid self-dealing or personal gain from Association funds, or matters;

(4) Disclose any actual or potential conflict of interest under RCW 24.03A.610 – .640 before voting or discussion;

(5) Agree to refrain from making critical or disparaging public statements about the other parties, including members and directors (Mediated Settlement Agreement, November 9, 2021).

(c) Reliance on Experts. A Director or Officer may rely in good faith on information provided by qualified officers, employees (members), professionals, or board committees believed to be competent, unless they know such reliance is unwarranted.

(d) Liability Protection. A Director or Officer acting in accordance with this Section and the law is not personally liable for monetary damages to the Association or its members, except for intentional misconduct, knowing violations of law, self-dealing, or breach of loyalty.

(e) Actions taken in good faith and in the best interests of the Association are entitled to the protections of the business judgment rule under Washington law.

(f) Director Education. Directors are encouraged to attend training on WUCIOA governance, fiduciary duties, and financial management to ensure continued compliance with state law.

6.3 Indemnification and Insurance.

(Adopted pursuant to RCW 64.90.420 and RCW 24.03A.750 – .770).

(a) Right to Indemnification. To the fullest extent permitted by law, the Association shall indemnify any current or former Director, Officer, committee member, or volunteer who was acting in good faith and within the scope of authority against all expenses and liabilities reasonably incurred in connection with any action, suit, or proceeding arising from Association service.

(b) Exclusions. Indemnification does not apply to acts or omissions involving:

(1) Intentional misconduct or knowing violation of law;

(2) Receipt of an improper personal benefit; or
(3) Breach of the duty of loyalty.

(c) Insurance. The Association shall maintain Directors and Officers (D&O) liability insurance or equivalent coverage in such amounts and terms as the Board deems reasonable to protect the Association and its volunteers to the degree possible. (Required by the Settlement Agreement. In 2025 it is not available due to ongoing litigation,)

(d) Non-Exclusivity. The rights provided in this Section are in addition to any other rights to which a Director, Officer, or volunteer may be entitled under law, the Articles of Incorporation, or a Board resolution.

ARTICLE VII: OFFICERS and Committees

7.1 Officers.

The Officers of this Association shall be a President, one Vice President, a Secretary, Treasurer, and Reserve Study Manager. The Board of Directors shall appoint the officers. The Board of Directors can and shall appoint other officers and assistant officers as the Board of Directors determines is necessary or advisable, or the Board of Directors may delegate that power to the President. One person may hold two or more offices, except those of President and Secretary. The following officers shall be appointed annually by the Board of Directors and shall have the duties indicated below:

(a) President. The President shall preside at all meetings of the Board of Directors. The President shall have general supervision of the affairs of the Association, and shall perform such other duties incident to the office of President or are properly required of the President by the Board of Directors.

(b) Vice President. The Vice President shall have the powers and perform the duties accorded to them by the Board of Directors, the Articles of Incorporation, these By Laws, or delegated to them by the President. In the absence or disability of the President, the Vice President shall perform the duties of the President. When so acting, the Vice President shall have all the powers of, and be subject to the same restrictions as the President.

(c) Secretary. The Secretary shall keep, in any form permitted by law, minutes from all meetings of the Board of Directors and all meetings of the members. These should include the time and place of holding, and whether regular or special. Also included should be the names of those present at the Board of Directors' meetings, the number of members present

or represented at members' meetings, and the proceedings of the meeting. These minutes may be kept electronically and posted to the RLCA website once approved by the board. The secretary will also keep the seal of the Association in safe custody, and shall have such powers and perform other duties as prescribed by the board of directors or these bylaws.

(d) Treasurer. The Treasurer shall comply with the financial management provisions outlined in the WUCIOA. This includes depositing all monies of the Association with designated depositaries approved by the Board of Directors. The Treasurer is authorized to sign all checks, along with one other member of the Board of Directors. Funds of the Association shall only be disbursed as directed by the Board of Directors, ensuring that all financial transactions align with the association's budget and financial goals. The Treasurer shall provide statements of the financial condition of the Association to the Board of Directors upon request, and guidelines for financial reporting. Additionally, the Treasurer shall supervise any bookkeeper(s) engaged by the Association for bookkeeping services, ensuring that all financial records and reporting are accurate and compliant.

(e) Reserve Study Manager. The reserve study manager shall be responsible for ensuring that the reserve study is up-to-date and follows all legal requirements, and working with the treasurer to manage the reserve account. This would include soliciting bids from reserve account professionals and bringing them to the board for approval if necessary, working with those professionals to ensure that the reserve study is completed every year in accordance with RLCA bi-laws and legal requirements, and working with the treasurer to ensure that reserve account budgeting and spending appropriately reflects board goals and reserve study guidelines.

7.2 Term of Office.

Each officer shall hold their office until they resign or are removed or otherwise disqualified to serve. Officers may be appointed at any time by the Board of Directors for the purpose of initially filling an office or filling a newly created or vacant office. Officers shall be members of the Association for at least one year and current on dues prior to being appointed into office.

7.3 Removal and Resignation.

Any officer may be removed by a majority of the directors in office at the time, at any regular or special meeting of the Board of Directors, whenever, in the judgment of the majority of the directors, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise

specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.4 Committees

The Board of Directors may establish committees as necessary to assist the Association. All committees are advisory only unless otherwise provided by these Bylaws or applicable law.

The Election Committee shall operate independently of the Board as provided in these Bylaws and applicable law.

ARTICLE VIII: ASSOCIATION POWERS

8.1 General Authority.

The Association shall have all powers permitted to nonprofit corporations under the laws of the State of Washington and shall exercise its authority in compliance with the Washington Uniform Common Interest Ownership Act (RCW 64.90), as amended, and all other applicable laws.

8.2 Enumerated Powers.

The Association shall have the power:

(a) To acquire, own, hold, lease, improve, and dispose of real and personal property by any lawful means, and to maintain reasonable records for such property.

(b) To exercise all powers and functions granted to the Association under the recorded restrictions applicable to each Lot or within the Subdivision, as set forth in the Association's Declaration and applicable law.

(c) To construct, maintain, and operate recreational community lots and facilities within the plat subdivision.

(d) To maintain, manage, and care for property owned by the Association.

(e) To pay for taxes and assessments, if any, levied by any governmental authority on property owned by it.

(f) To enforce all charges, liens, easements, restrictions, covenants, conditions, and agreements affecting or benefiting the real property within the Subdivision, as provided in and pursuant to the Association's recorded Declaration and applicable law.

(g) To prescribe and enforce where and when possible, Motor Vehicle speed limits within the Subdivision on private roads.

(h) To adopt and administer an annual budget and to make expenditures consistent with the governing documents and applicable law.

(i) To obtain, maintain, and pay premiums for fire, casualty, general liability, directors' and officers' liability, fidelity, indemnity, and such other insurance policies and bonds as the Board deems necessary or appropriate, consistent with the Association's governing documents and applicable law.

(j) To contract and pay for maintenance, utilities, materials, supplies and services relating to property or facilities owned or operated by it and to employ personnel reasonably necessary for the administration of its affairs including legal counsel and accountants. Contractors shall be appropriately licensed and insured as required by applicable law.

(k) To have and exercise all powers necessary, convenient, or incidental to carry out and accomplish the purposes for which the Association is organized, as set forth in its Articles of Incorporation, Declaration, Bylaws, and as permitted by applicable law.

(l) To have perpetual succession by its corporate name unless a limited period of duration is stated in its Articles of Incorporation.

(m) To sue and be sued, to complain and defend, and to prosecute and defend actions in its corporate name, as permitted by applicable law.

(n) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

(o) To propose bylaws not inconsistent with its Articles of Incorporation or with the laws of this state, for the administration and regulation of the affairs of the Association. Bylaws must be ratified by membership (see Article 12.1).

(p) The association shall indemnify directors, officers, committee members or volunteers to the fullest extent permitted under Washington law, provided such persons acted in good faith and in a manner reasonably believed to be in the best interest of the organization. Also see Article 6.3.

(q) Each Owner has the responsibility to maintain their Lot in compliance with the governing documents and applicable law so as not to create a nuisance or unsafe or unsanitary condition. The Association may adopt reasonable rules to implement this policy and shall provide notice and an opportunity to cure prior to enforcement, consistent with applicable law.

(r) The board must promptly provide notice to the lot owners of any legal proceeding in which the association is a party other than proceedings involving enforcement of rules or to recover unpaid assessments or other sums due the association

8.3 Resale Certificate.

Upon written request from an owner or their authorized agent, the Association shall provide a resale certificate as required under RCW 64.90.640 within ten (10) days. The certificate shall include the following:

(a) Statement of lot(s) assessment due;
(b) Reserve study and account balance;
(c) Any known lot(s) violation of the governing documents;
(d) Association insurance coverage;
(e) Pending litigation;
(f) Copy of, or link to bylaws, covenants, meeting minutes and most recent financials.

A reasonable fee may be charged for preparation of the certificate. A buyer has the right to cancel the purchase within five (5) days of receiving the certificate.

8.4 Association Records and Owner Inspection Rights.

The Association shall maintain complete and accurate records as required by RCW 64.90.495, including governing documents, minutes, financial records, contracts, insurance policies, reserve studies, membership records, election materials, and other records relating to Association operations. Records may be maintained in electronic form.

Owners are entitled to inspect and copy Association records in accordance with RCW 64.90.495, subject to reasonable rules adopted by the Board and limitations protecting privacy, attorney-client privilege, executive session matters, personnel matters, and confidential information.

ARTICLE IX: MEMBERS' MEETINGS

9.1 Annual Meetings.

The annual meeting of the members of the Association for the election of the directors whose terms have expired and for the transaction of such other business as may properly come before the meeting, shall be held at such time in the month of July as shall be determined by the Board of Directors.

Written notice of each annual meeting shall be given to each member entitled to vote either personally or by mail, charges prepaid, addressed to such member at his recorded address appearing on the books of the Association. All such notices shall be sent to each member entitled thereto not less than fourteen nor more than fifty days before each annual meeting, and shall specify the place, the date and the hour of such meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting.

(a) Electronic Notices. Notices required under these Bylaws or state law may be delivered by email or other electronic transmission to the address provided by each member. Delivery is effective when sent, unless the sender is notified that the transmission failed.

(b) Electronic Participation. Meetings of the Board or the members may be held, or members and directors may participate, by telephone, video conference, or other real-time electronic means that allow all participants to hear and communicate with each other.

(c) Effect of Participation. Participation electronically constitutes presence in person for quorum and voting purposes.

(d) Record of Notice. The Association shall maintain a record of all members and shall provide paper notice to any member who does not have an email address.

9.2 Special Meetings.

Special meetings of the members for any purpose or purposes whatsoever may be called at any time by the President, or by a majority of the Board of Directors, or by one or more members holding not less than twenty percent (20%) of the voting power of the Association, except in special cases where other express provision is made by statute. Notice of such special meetings shall be given in the same manner as for annual meetings of the members.

Written notices of any special meeting shall specify, in addition to the place, date and hour of such meeting, the general nature of the business to be transacted.

9.3 Place of Meetings.

Any meeting of the members of the Association shall be held in Spokane County, Washington, at such a particular place as stated in the notice for such meeting.

9.4 Ballot Without Meeting.

Any lawful action under the applicable provisions of law may be taken without a meeting if authorized in writing by a majority of the members who would be entitled to vote upon such action at a meeting. The action approved by a majority of the members shall have the same effect as an action approved by a unanimous vote at a meeting duly held upon proper notice, and may be described as such in any document. The written authorizations shall be inserted into the minute books of the Association as if they were the minutes of a special or annual meeting of the members(per RCW 64.90.455(4)).

9.5 Quorum.

Quorum is present at the beginning of a lot owners' meeting when persons entitled to cast at least 20% of the voting lots in the association are represented by one or more of the following:

(a) Present in person;
(b) Present by proxy;
(c) Participating via authorized remote communication; or
(d) Have voted by mail-in ballot before the meeting.

RCW 64.90.450

9.6 Adjourned Meetings and Notice Thereof.

Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the voting power of which is either present in person or represented by proxy thereat. However, in the absence of a quorum no other business may be transacted at any such meeting.

ARTICLE X: VOTING

10.1 Voting Rights.

Only members whose ownership is recorded in the Association's records as of the "record date" are entitled to vote at any annual or special meeting. Each lot shall be entitled to one (1) vote, regardless of the number of owners of record.

10.2 Secret Ballot Requirement.

All elections and removals of Directors and all votes to amend governing documents shall be conducted by secret written ballot in accordance with RCW 64.90. Ballots shall be processed in a manner that verifies voter eligibility while preserving ballot anonymity.

10.3 Record Date.

The Board of Directors may fix a time in the future as a record date for the determination of the members entitled to notice of and to vote at any meeting of members. The record date so fixed shall not be more than thirty days prior to the date of the meeting. When a record date is so fixed, only members of record on that date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer of or issuance of membership evidence on the books of the Association after the record date.

10.4 ELECTION OF DIRECTORS

(a) **Purpose.**

This Article establishes transparent and uniform procedures for nomination, election, and certification of Directors, consistent with these Bylaws, RCW 64.38, RCW 64.90 (WUCIOA), and the Mediated Settlement Agreement.

(b) **Election Committee.**

(1) At least three (3) months prior to any election of Directors, the Board should call for volunteers to form an independent Election Committee consisting of no fewer than three (3) Owners who are not current Directors or candidates.

(2) Once formed, the Election Committee shall administer the election independently of the RLCA Board. The Board shall have no role in candidate

selection, ballot preparation, vote counting, or certification of results, except as expressly permitted by law.

(3) The Committee shall maintain minutes of its meetings, which shall be provided to the Board and made available to Owners upon request.

10.6 Candidate Eligibility and Nominations.

(a) Candidates must be Owners for at least one (1) year prior to election day and current on all dues and assessments, consistent with Bylaw 5.2.

(b) A self-nomination period of not less than four (4) weeks may be provided and publicized through Association communication channels.

(c) Each candidate may submit a one-paragraph biography, which shall be distributed with the ballot materials without editing.

10.7 Ballots and Voting.

(a) Election Ballots shall be mailed to Owners at their address on file with the RLCA Secretary not less than three (3) weeks prior to the election and shall include candidate biographies and a return envelope.

(b) Ballots shall provide space for write-in candidates.

(c) Return & Identification — Completed ballots must be returned in envelopes on which the voting owner has identified themselves, including Block and Lot number(s). The Election Committee shall verify eligibility without associating the vote content with the voter.

(d) Ballots may be returned by mail or delivered in person at the beginning of the Annual or Special Meeting.

(e) Every member entitled to vote should have the right to do so either in person, or by an agent, or agents authorized by a written proxy executed by such member or his duly authorized agent, and filed with the Secretary of the Association. However, no such proxy shall be valid after the expiration of eleven months from the date of its execution unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no event shall exceed seven years from the date of its execution.

10.8 Vote Counting and Certification.

(a) At least three (3) vote counters shall be appointed by the Election Committee, at least one of whom shall not be an Owner. No current Director or candidate may serve as a counter.

(b) Counters shall verify eligibility, count ballots, confirm results, and sign a written certification attesting to accuracy and confidentiality.

(c) Election results for each candidate shall be announced at the applicable meeting and posted on the Association website and recorded in the meeting minutes.

10.9 Records Retention and Inspection.

(a) Ballots, envelopes, proxies, certifications, and related election records shall be delivered to the Secretary and retained in a secure, locked location for one election cycle.

(b) Notwithstanding any other law or provision of the governing documents, the following votes shall be conducted by secret ballot:

(1) Election of board members;
(2) Removal of board members (or officers, if applicable); and
(3) Amendments to the governing documents.

RCW 64.90.455(9)(a)

10.10 Limitation on Board Authority.

Consistent with RCW 64.38 and RCW 64.90, the Board shall not elect Directors or determine their qualifications, powers, duties, or terms of office, except to fill vacancies.

ARTICLE XI: RESERVE ACCOUNTS AND RESERVE STUDIES

11.1 Establishment of Reserve Accounts

(RCW 64.90.535(1)).

The Association shall establish and maintain one or more reserve accounts for the deposit of funds designated for the replacement costs of reserve components as identified in the Association's reserve study.

Reserve funds shall not be commingled with other Association funds and shall be separately accounted for.

11.2 Location and Management of Reserve Accounts

(RCW 64.90.535(2)(a)).

Reserve funds shall be held in interest-bearing accounts at financial institutions domiciled in the United States and regulated by FINRA (Financial Industry Regulatory Authority) or the Office of the Comptroller of the Currency.

All reserve accounts shall be titled solely in the name of Reflection Lake Community Association ("the Association").

The Board of Directors ("the Board") shall administer all reserve accounts and is responsible for adding or removing authorized signatories by Board resolution. In August or September of each year, the board will select two directors members to serve as signatories on the reserve accounts and one member to be in charge of the reserve study requirements under this section.

11.3 Permitted Investments

(RCW 64.90.535(2)(b)–(c)).

Reserve funds may be held in cash, money market funds, certificates of deposit, or U.S. Treasury bills, notes, or bonds.

In investing reserve funds, the Board shall consider all factors required under RCW 11.100.020(3), including safety of principal, liquidity, and return. The Board may delegate decisions to place funds in timed deposits of 100 days or less if authorized by written policy.

Unless otherwise stated in these bylaws:

(a) New investments in securities may occur only when total reserve funds are at least $250,000.

(b) No investment may reduce the portion held in approved bank instruments (listed above) below 50% of total reserves.

(c) Investments involving up to 100% of reserve funds require approval by owners holding at least 75% of total votes.

(d) All such investments must be approved through the budget ratification process at the annual meeting under RCW 64.90.525.

(e) All investments must comply with RCW 11.100.020 and be managed either by a qualified third-party fiduciary or by the Board in consultation with an independent, qualified investment adviser as defined in RCW 21.20.005. Definitions can be found in RCW 64.90.535(2)(d)).

11.4 Disbursement of Reserve Funds

(RCW 64.90.535(3)).

Except for internal transfers or investment actions, all disbursements from reserve accounts shall require:

(a) The signatures of at least two (2) officers or directors of the Association; and

(b) Documentation supporting the expense, including the assigned reserve component(s) in the reserve study, or a statement identifying a new reserve component, or a borrowing disbursement accompanied by a repayment plan as described in section 5 below.

11.5 Withdrawals and Borrowing from Reserves.

(RCW 64.90.540).

The Board may authorize withdrawals from the reserve account to pay for unforeseen or unbudgeted costs not related to reserve components, provided that:

(a) The withdrawal is recorded in the minutes of the Association;

(b) Written notice of the withdrawal is provided to all unit/lot owners;

(c) A repayment schedule not to exceed 24 months is adopted, unless the Board determines repayment within that time would impose an unreasonable burden; and

(d) Notice of any withdrawal, the current per-unit/lot reserve deficiency, and the repayment plan shall be provided with the annual budget.

(b) Withdrawals made to pay for replacement costs of reserve components not included in the reserve study are permitted without prior notice or repayment requirements.

11.6 Reserve Study Requirements.

(RCW 64.90.545)

The Association shall prepare and update a reserve study in accordance with Washington law.

The initial reserve study must be prepared by a reserve study professional based on a visual site inspection of completed improvements or plans and specifications for unbuilt or incomplete improvements.

The reserve study shall be updated annually, with a visual inspection update at least every three years by a reserve study professional.

The Board may impose greater reserve study requirements than those established by statute.

Exemptions to the reserve study requirement apply only as permitted under RCW 64.90.545(2): when the cost of the reserve study or update exceeds ten percent of the association's annual budget (this percentage is five per cent, according to RCW 68.38.090, until January 1, 2028.)

11.7 Contents of Reserve Study.

(RCW 64.90.550)

Each reserve study shall include:

(a) Reserve Component List – A complete list of all reserve components, including for each component:

(1) A description;
(2) The quantity (if applicable);
(3) The current estimated replacement cost (in dollars); and
(4) An identification and explanation of any component excluded from the Reserve Study.

(b) Component Threshold – Identification of any component with a replacement cost exceeding one percent (1%) of the Association’s annual budget and explanation for any exclusions.

(c) Useful Life and Remaining Life – For each listed component, the estimated useful life and remaining useful life as of the study date.

(d) Date and Level of Study – The date of preparation and the level of analysis performed:

Level I – Full reserve study;
Level II – Update with visual site inspection; or
Level III – Update without site inspection.

(e) Reserve Account Balance and Funding Percent – The Association's current reserve account balance and the percentage of the fully funded balance achieved.

(f) Special Assessments – Any special assessments implemented or planned, including amount and timing.

(g) Interest and Inflation Assumptions – Disclosure of all economic assumptions used in projections, including justification.

(h) Current Contribution Rates and Funding Plans – The current, recommended, and alternative reserve contribution rates for:

Full funding plan (to achieve one hundred percent fully funded reserves by the end of the 30-year study period)

Baseline funding plan (a recommended reserve account contribution rate for a baseline funding plan to maintain the reserve account balance above zero throughout the 30-year study period without special assessments and

A reserve account contribution rate recommended by the reserve professional.

(i) Thirty-Year Projections – Projected reserve account balances for thirty (30) years for each funding scenario.

(j) Preparation and Independence Disclosure – Statement whether the Reserve Study was prepared with the assistance of an independent reserve study professional and identification of any non-independent preparer.

(k) Per-unit/lot Deficit or Surplus Calculation – Statement of any current deficit or surplus expressed on a dollars-per-unit/lot basis. The amount is calculated by subtracting the association's reserve account balance as of the date of the study from the fully funded balance, and then multiplying the result by the fraction or percentage of the common expenses of the association allocable to each unit/lot; except that if the fraction or percentage of the common expenses of the association allocable vary by unit/lot, the association must calculate any current deficit or surplus in a manner that reflects the variation.

(l) Supporting Documentation and Methodology – Description of methodology, cost estimation sources, inspection results, and supporting documentation.

(m) Required Disclosure Statement – A reserve study must also include the following disclosure:

"This reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require the association to (1) defer major maintenance, repair, or replacement, (2) increase future reserve contributions, (3) borrow funds to pay for major maintenance, repair, or replacement, or (4) impose special assessments for the cost of major maintenance, repair, or replacement."

(n) Certifications and Signatures – The preparer's signature, credentials, business address, contact information, and disclosure of independence.

11.8 Demand and Enforcement.

(RCW 64.90.555).

If more than three (3) years have passed since the last reserve study prepared by a reserve study professional, lot owners holding at least 20% of the voting power may deliver a written demand that the cost of a new reserve study be included in the next budget.

The Board must include such cost in the next annual budget and complete the reserve study during that budget year unless the budget is rejected.

Lot owners may bring legal action to enforce compliance with RCW 64.90.545–550, and courts may order specific performance and award reasonable attorney fees to the prevailing party.

A lot owner's duty to pay assessments is not excused due to noncompliance with reserve study requirements.

11.9 Liability Limitation.

(RCW 64.90.560).

No monetary damages or liability shall be imposed upon the Association, its officers, directors, or advisors for failure to:

(a) Establish or replenish a reserve account;
(b) Prepare or update a reserve study; or

(c) Make required reserve disclosures, except for an award of attorney's fees and costs under RCW 64.90.555(2).

ARTICLE XII: PRIVATE ROAD MAINTENANCE

12.1 Scope of Responsibility.

(a) The Association's responsibility for road maintenance is limited to the private roads located on the east side of Reflection Lake, commonly known as Sheets Road, Lake Rd and Frontage Rd.

(b) Roads located on the west side of Reflection Lake, commonly known as Lakeside Drive, are county roads maintained solely by Spokane County. The Association shall have no responsibility for the maintenance, repair, or improvement of such county roads.

12.2 East Side Road Assessments.

(a) Pursuant to the recorded covenants and any applicable settlement agreement, the costs of maintaining the private roads on the east side of Reflection Lake shall be allocated equally among all Lots fronting those private roads, including any Lots owned by the Association.

(b) Assessments levied under this Article shall be in addition to regular and special assessments levied pursuant to Article IV of these Bylaws.

12.3 Road Maintenance Fund.

(a) All assessments collected for east side road maintenance shall be deposited into a separate account designated solely for that purpose.

(b) Funds in the Road Maintenance Fund shall be used exclusively for the repair, maintenance, and improvement of the east side private roads and related infrastructure.

12.4 Road Committee.

(a) The Association shall maintain a standing Road Committee.

(b) The Road Committee shall be chaired by a Member who resides on the east side of Reflection Lake.

(c) Membership on the Road Committee shall be limited to Members residing on the east side of Reflection Lake.

(d) The Road Committee shall oversee planning and budgeting for east side road maintenance and may make recommendations regarding expenditures, subject to final approval by the RLCA Board.

See the Mediated Settlement Agreement - Eastside Road Maintenance, dated November 9, 2021.

12.5 Annual Reporting.

The RLCA Treasurer shall provide a separate accounting of all assessments collected and expenditures made for east side road maintenance as part of the Association's annual financial report.

ARTICLE XIII: WATER SYSTEM AND LAKE MANAGEMENT

13.1 Separation of Associations.

The Reflection Lake Community Association ("RLCA") and the Reflection Water Association ("RWA or authorized agent") are separate nonprofit corporations. RLCA shall not own, operate, maintain, or be financially responsible for any component of the domestic water system operated by RWA or authorized agent, including wells, pumps, treatment houses, storage tanks, water mains, or distribution lines.

13.2 Authority of Reflection Water Association.

Refer to filed easement agreement.

13.3 Easements and Access.

RLCA hereby grants to RWA or authorized agent perpetual, non-exclusive easements over and across Common Areas as reasonably necessary for the access, operation, maintenance, and replacement of the water system. RWA or authorized agent shall restore any Common Area disturbed during such work to substantially the same condition as prior to entry (recorded 11/10/2025 #7452402 by Spokane Auditor).

13.4 Liability and Indemnification.

RWA or authorized agent shall indemnify, defend, and hold harmless RLCA, its Board, and Members against any loss, claim, damage, or liability arising out of the operation or failure of the RWA or authorized agent water system. RLCA assumes no duty or responsibility for furnishing, guaranteeing, or maintaining domestic water service to any Lot.

13.5 Lake and Shoreline Protection.

Gas-powered motors on Reflection Lake are prohibited, except by RLCA or authorized contractors for maintenance or safety operations. (RCW 79A.60.640) Watercraft speed limits may be set by the RLCA Board, as necessary.

ARTICLE XIV: GRIEVANCE RESOLUTION PROCEDURE FOR MEMBERS

14.1 Purpose.

The purpose of this Bylaw is to establish a fair, efficient, and orderly procedure by which Members of the Reflection Lake Community Association ("Association" or "RLCA") may raise and resolve grievances related to Association governance, operations, or enforcement of governing documents.

14.2 Scope.

This grievance procedure applies to all disputes between a Member and the Association, including but not limited to disputes regarding enforcement of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Board actions, financial obligations, use of common areas, and other Association activities.

14.3 Step One: Presentation to the Board of Directors.

(a) Any Member wishing to raise a grievance must submit a written request to the RLCA Board of Directors no fewer than ten (10) days prior to a scheduled Board meeting, requesting placement on the meeting agenda.

(b) The written request must include:

(1) A detailed description of the grievance;

(2) The specific relief or action requested;

(3) Any relevant supporting documents or evidence.

(c) At the Board meeting, the Member shall be afforded reasonable time to present the grievance. The Board may ask clarifying questions but is not required to render a decision at the meeting. The Board shall issue a written response to the Member within thirty (30) days following the presentation.

14.4 Step Two: Mediation.

(a) If the grievance is not resolved to the satisfaction of the Member after presentation to the Board, either party may initiate mediation.

(b) Mediation shall be conducted by an independent, neutral mediator mutually agreed upon by the parties. If the parties cannot agree within fifteen (15) days, the Board shall select a mediator from a list maintained by the Washington Mediation Association or a similar organization.

(c) Mediation shall be scheduled within forty-five (45) days of the mediation request unless extended by mutual agreement.

(d) The costs of mediation shall be divided equally between the Member and the Association unless otherwise agreed.

(e) The purpose of mediation is to facilitate open dialogue and achieve a mutually acceptable resolution. The mediation shall be confidential and non-binding.

14.5 Step Three: Binding Arbitration.

(a) If mediation fails to resolve the grievance, the dispute shall proceed to binding arbitration under the Washington Uniform Arbitration Act (RCW 7.04A).

(b) The parties shall select a qualified arbitrator with experience in community association law. If the parties cannot agree on an arbitrator within fifteen (15) days, either party may request appointment through the American Arbitration Association or a similar neutral organization.

(c) Arbitration proceedings shall occur within ninety (90) days of selection of the arbitrator, unless extended by agreement or for good cause.

(d) The arbitrator shall have the authority to award any relief permitted under the governing documents and applicable Washington law.

(e) The decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction.

(f) Unless otherwise determined by the arbitrator, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs of arbitration, and related expenses.

14.6 Miscellaneous Provisions.

(a) Settlement. The parties are encouraged to resolve disputes informally at any stage of this process.

(b) Compliance. Failure by a Member to comply with the procedures outlined in this Bylaw may result in dismissal of the grievance without further consideration.

(c) Statutory Rights. Nothing in this Bylaw shall preclude either party from exercising statutory or equitable rights available under Washington law unless otherwise agreed in writing.

ARTICLE XV AMENDMENT OF BYLAWS

15.1 Authority.

The Board of Directors may adopt proposed amendments to these Bylaws and submit them to the membership for ratification. No amendment becomes effective unless ratified by the members as provided in this Article.

15.2 Notice.

Notice of any proposed bylaw amendment shall be provided to all members entitled to vote not less than fourteen (14) days before the meeting at which the amendment will be considered for ratification. The notice shall include the text or a summary of the proposed amendment and information regarding voting procedures.

15.3 Member Ratification.

All members entitled to vote shall have the opportunity to vote on a proposed amendment by confidential ballot in accordance with these Bylaws and applicable law. The Board shall

present the proposed amendment for ratification at an annual meeting or a special meeting of the members. Ballots may be submitted before the meeting or at the meeting as provided in the notice. An amendment is ratified if:

(a) a quorum of the membership is established in accordance with Article IX; and

(b) more than fifty percent (50%) of the valid ballots cast on the proposed amendment vote in favor of ratification. The vote shall be conducted by confidential ballot, and ballots shall be counted at the meeting for which notice was provided.

15.4 Effective Date.

An amendment becomes effective upon ratification unless a later effective date is specified in the amendment.

15.5 Record.

The Association shall maintain a record of all adopted amendments and shall make the current Bylaws available to the members.