

Name and Return Address:

Paradise Service Associates
261 E Shore Drive
Grapeview, WA. 98546

2165267 MASON CO WA

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PARADISE SERVICE ASSOC #163152 Rec Fee: \$219.50 Pages: 17



Document Title(s)

1. Bylaws

2. _____

Reference Numbers(s) of Documents Assigned or Released

_____ ADDITIONAL REFERENCE #'S ON PAGE _____

Grantor(s)

1. Paradise Service Associates

2. _____ ADDITIONAL GRANTORS ON PAGE _____

Grantee(s)

1. Same *Public*

2. _____ ADDITIONAL GRANTEEES ON PAGE _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

_____ ADDITIONAL LEGAL IS ON PAGE _____

Assessor's Property Tax Parcel/Account Number(s)

_____ ADDITIONAL PARCEL #'S ON PAGE _____

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

Paradise Service Associates
261 E. Shore Drive
Grapeview, Washington 98546

**BYLAWS OF
PARADISE SERVICE ASSOCIATES, INC**

**ARTICLE I
GENERAL PROVISIONS**

A. Name. The name of the Association is Paradise Service Associates, hereinafter know as the Association.

B. Jurisdiction. This Association has jurisdiction over all land within the Paradise Shores Estates development, as well as all activities therein related to the purposes of the Association.

C. Purposes. The purposes for which this association is founded are to promote the community welfare of the members and their families to make the Association a better place in which to live and enjoy life, for the benefit of members and their families; and to provide services, and administer the common areas; all as set forth in the Association's Articles of Incorporation.

D. Common Areas. The ownership of the common areas in Paradise Service Associates is vested in the Association. Such common areas are for the exclusive use and enjoyment of members, their families and their guests; and those invited by the Association to use said common areas. The Association, through its Board of Directors, may create rules and regulations for the maintenance and use of its common areas; for the conduct of members, their family members and guests; and for the maintenance of lot development standards and other rules and regulations regarding the use of lots, consistent with State and County Laws and the Association CCR. The Association may also own any other property, real or personal.

E. Authorities. This Association is subject to the recorded Protective Covenants of Paradise Shore Estates, as well as any other applicable recorded documents; its Articles of Incorporation; these Bylaws;

rules and regulations of the Association; other Association governing documents; RCW ch. 24.03, the Nonprofit Corporation Act, or its successor; RCW ch. 64.38, the Homeowners' Association Act, or its successor; and the laws of the State of Washington and of the United States.

F. Definitions. The terms used in the bylaws shall have the same meaning as used in the Articles of Incorporation as recorded January 29, 1992 and as amended from time to time.

ARTICLE II MEMBERSHIP

A. General. The authority of the Association rests with its members. Members are the legal owners or contract purchasers of residential lots within the jurisdiction of the Association. The members elect directors to the Board of Directors, approve or disapprove the annual budget and further financial proposals, vote on initiatives or referenda, and take other actions as specified in the Association governing documents and by law. The members are responsible for complying with all Association requirements, including paying in a timely manner all assessments due to the Association. Obligations of membership transfer to successive lot owners or purchasers, including any outstanding financial obligations owed by the transferring member.

"Each member in good standing has the right to use Association common areas and received services, and to permit guests and family members to do so as well, pursuant to the Association's rules and regulations. Each member also has all of the rights and responsibilities conferred by the Association's governing documents, as well as state and county laws.

B. Voting and Membership Rights. Not more than one membership may be held, owned or controlled by any one person, partnership, corporation, trusts, or association and each member is limited to one vote in the affairs of the corporation.

C. Members in Good Standing. Members in good standing are those with no current rule violations, and who are no more than 60 days delinquent in the payment of any amount due to the Association. Members shall not lose their status as members in good standing unless the Board acts to change their status, after notice and an opportunity to be heard at a Board meeting; or they are more than 60 days delinquent in their payments.

D. Meetings.

1. Annual Membership Meetings. There shall be an annual membership meeting of the Association to be held in July on a date determined by the Board of Directors at their November meeting.

2. Special Membership Meetings. Special meetings of the membership may be called by the President of the Board of Directors, a majority of the Board of Directors, or by members having ten percent of the total votes of the Association.

3. Notice. Notice of all membership meetings shall be delivered by hand, or sent by prepaid, first class United States mail to each member. Notice shall be given not less than 14 days, and not more than 60 days prior to the meeting. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the board of directors for a vote by the owners, including the general nature of any proposed amendment to the articles of incorporation, bylaws, covenants, any budget changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director. The secretary of the board of directors is responsible for notification of the annual membership meeting. The notice of a special meeting of the membership shall be the responsibility of the entity calling the meeting.

4. Place. Membership meetings shall be held at a place designated by the Board of Directors, but in any event, in Mason County, WA.

5. Agenda. The notice of any membership meeting shall include an agenda for the meeting, as set by the Board of Directors, The agenda may include referenda, which are issues submitted to the general membership by the Board of Directors; and initiatives, which are issues submitted by the signatures of members in good standing representing 20 percent of the total votes of the Association. Neither the agenda nor any items on it may be amended during the course of the meeting, and all items to be voted on shall be considered as presented without amendment or modification.

6. Quorum. A quorum for the transaction of business at any general membership meeting shall be 15 percent of the total number of votes for association members in good standing. Voting shall be either in person, or by proxy; provided, that the quorum for any meeting at which the amendment of these Bylaws, or the election of Directors, is before the membership, shall be 15 percent of the total number of votes for association members, in good standing, Once the quorum is met, then the majority rules.

7. Ballots. A member's vote may be cast in person or by proxy, according to procedures established by the Board of Directors. Votes cast by proxy shall be specific as to each particular issue, and delivered to the Secretary of the Board of Directors as specified.

8. Majority. Actions of the membership shall be taken by a majority vote of the members in good standing who cast ballots, except as otherwise provided by law or the governing documents.

9. Procedures. The Board of Directors shall establish procedures for initiatives, referenda, and membership meetings that are reasonable and fair, including additional procedures to ensure the accuracy or voting as deemed appropriate.

**ARTICLE III
BOARD OF DIRECTORS
POWERS AND DUTIES**

A. General. The Board of Directors is responsible for acting in all instances on behalf of the Association, except where otherwise expressly provided. It conducts, manages, and controls the affairs and business of the Association, and exercises ownership authority and control over all the common properties of the Association.

Their responsibilities are to follow state and county laws and the Association governing documents and rules and regulations in ways that, in their individual and collective judgments, best serve the purpose of the Association, and are fair and reasonable.

B. Rules and Regulations. The Board shall, when necessary and appropriate, develop rules and regulations to support the purposes of the Association, and to provide procedures for its operation. The Board shall develop such rules and regulations to address issues of concern to members.

**ARTICLE IV
BOARD OF DIRECTORS
GENERAL**

A. Number. There shall be nine members of the Board of Directors.

B. Qualification. Any member in good standing is qualified to serve as a Director.

C. Terms of Office. Each Director shall serve a term of three years. Beginning with the annual meeting of the members held in July, 2005, and at each annual meeting thereafter, three or four Directors shall be elected each year to terms of three years.

D. Removal. A Director may be removed with or without cause by a majority vote of the members in good standing voting at a meeting with a quorum, upon proper submissions of a member initiative or Board referendum. A Director may also resign or be removed by disqualification. A Director shall

become disqualified if he or she is no longer a member or a member in good standing; or misses three consecutive meetings without excuses.

E. Vacancies. When a Director is removed for any reason, the Board of Directors shall appoint a successor within a reasonable period of time. The successor shall fill the remainder of the unexpired term of the former Director.

F. Meetings.

1. Where and When. The Board of Directors shall meet 6 times per year. Notice shall be given annually to members of next year's scheduled board meeting times.

2. Notice. Notice of regular Director meetings shall be given by general reference in mailings to the membership, and/or by electronic communication, and/or by posting at the community facilities.

3. Special meetings. Special meetings of the Board of Directors shall be held when called by the Board President, or by any director, after not less than three (3) days notice to each Director. Notice of special Director meetings shall be given to the Directors as soon as possible, by personal communication, or if not possible, by reasonable alternate means best calculated to be received. Notice of special Director meetings shall be given by general reference in mailings to the membership, and/or by electronic communication, and/or by posting at the community facilities.

4. Quorum. A quorum of the Board of Directors for the transaction of business shall be majority of the then sitting Directors.

5. Majority. A majority vote of the Directors at a meeting at which a quorum is present is sufficient to transact the business of the Board of Directors.

6. Procedures. The Board of Directors shall develop procedures for its operation that are fair and reasonable under all the circumstances.

7. Distance Meeting. Any meeting of the Board of Directors may be conducted by telephone conference call, or similar communication medium, whereby all directors participating are in voice or electronic contact with each other throughout the meeting without the necessity of gathering physically in each other's presence, subject to all other meeting requirements as set forth herein.

8. Delegation of Powers. The Board of Directors may delegate, by Resolution, such powers with respect to management of the Association as it deems appropriate, subject to state law and the governing documents of the Association.

9. General or Special Budget for income, expenses and reserves. Not later than thirty days after adoption of the Board of Directors of any proposed general annual or special budget for income, expenses and/or reserves, the Board of Directors shall set a date for a meeting of the members to consider its ratification, pursuant to law. This meeting may be the annual general membership meeting. If a general budget fails ratification, it may be resubmitted with or without amendment. Until a subsequent general budget is passed, the prior ratified general budget remains in effect, unless otherwise voted by the membership.

10. Budget Reports. The Board will provide budget reports to the members at least annually, specifying performance in light of the budget.

ARTICLE V OFFICERS

A. Election. At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect its President, Vice-President, Secretary, and Treasurer from among the Directors. Officers of the Association so elected shall hold office for one year.

B. Removal. Any officer may be removed as such by a majority vote of all the Directors. Upon removal of an officer, the Board of Directors shall elect a replacement within a reasonable time, to fill the remainder of the unexpired term.

C. President and Vice-President. The President shall preside at all meetings of the Directors and members of the Association, and shall be its chief executive officer. The Vice President shall perform the duties of the President when the President is unavailable.

D. Secretary. The Secretary shall be responsible for all meeting notices and the minutes of all meetings of the membership and of the Board of Directors, and shall have charge of all the Association books, records, and papers.

E. Treasurer. The Treasurer shall be responsible for keeping safely all money, financial accounts of the Association, and for preparing and keeping a complete accounting of the financial records of the Association, for presentation to the members at the annual membership meeting, and at all other times as required.

F. Execution of Documents. The President, or in the absence of the President, the Vice-President; together with the Secretary, or in the absence of the Secretary, the Treasurer; shall sign and execute all contracts, conveyances, notes, checks, drafts and security agreements on behalf of the corporation. When necessary due to particular circumstances, the Board of Directors may specifically authorize signing and execution otherwise. The President, or in the absence of the President, Vice-President; and the Secretary, or in the absence of the Secretary, the Treasurer, shall together be responsible for preparing, executing, certifying and recording Association governing documents, Association rules and regulations, and amendments thereto.

G. Employees and Agents. The Board of Directors may appoint, engage and/or employ, pursuant to its directors, employees, agents and volunteers

ARTICLE VI COMMITTEES

A. General. Committees may be formed at any time by the Board of Directors, by Resolution, for such purposes as it may deem necessary. Committees may include one or more members from the general membership. The Board of Directors may delegate, pursuant to law, its authority to take action to any committee that is composed entirely of Directors. Except for actions taken pursuant to properly delegated powers, the actions of any committee shall be subject to the ratification or disapproval of the Board of Directors at its next meeting.

ARTICLE VII CODE OF ETHICS

A. Standard of Care. All Directors, officers, committee members, agents, employees, volunteers and other performing services for or on behalf of the Association shall do so in a manner he or she believes to be in the best interest of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

B. Open Meetings. All meetings of the Board of Directors and its committees shall be open for observation by all members and their authorized agents, except as otherwise pursuant to law.

C. Open Records. Except as otherwise specified by law, the minutes of all the meetings, and all other records of the Association, shall be available for examination by all members and the holders of any mortgages on any lots and their authorized agents, on reasonable notice, and upon payment of reasonable costs incurred to provide the same.

D. Compensation. No Director, officer, committee member or volunteer shall be compensated for work performed as such without approval by the Board. Reasonable expense reimbursement is not considered compensation.

E. Conflict of Interest. No member of the Board of Directors, or of any Board committee, shall participate in any vote on any subject in which he or she has a specified personal, professional, financial, or other conflict of interest. He or she may, however, participate in discussions regarding the same.

F. Disclosure. Any Director, individually, or any firm of which any Director may be a member, may be a party to, or may be pecuniary or otherwise interested in, will disclose the relationship to the Board of Directors, when the Board of Directors is considering contracts or transactions with said individuals or firms.

G. Loans. The Association shall make no loans to its Directors or Officers.

H. Audit. The Board may cause to be prepared an audit of any or all of the financial accounts or affairs of the Association at any time, and to what extent, it deems appropriate. In addition, at least annually, the Board shall cause to be prepared a financial statement of the Association. Such financial statements shall be audited where provided by law, or as directed by the Board.

I. Accounts. The funds of the Association shall be kept in accounts in its name, and shall not be commingled with the funds of any other Association, the President of the Association, or any other person responsible for custody of such funds.

ARTICLE VIII ASSESSMENTS

A. Each member, by accepting an ownership interest in any lot within the development, agrees to pay all assessments as provided herein or otherwise by law. Assessments may be imposed as specified in these Bylaws at Art. IV(F)9.

B. Assessments as defined herein shall constitute a personal obligation of each lot owner. In addition, they shall constitute a lien as specified herein, whether this lien is reduced to writing and

recorded, or not. A "lot" for assessment purposes means any lot as shown on the plats of Paradise Shores Estates.

C. If necessary in the judgment of the Association, such liens may be foreclosed when delinquent, in the general manner of foreclosure of real property mortgages and deeds of trust, with adaptations where reasonable and fair.

D. The lien of the Association for payment of all assessments as defined herein is prior to any other lien, mortgage, deed of trust, or any other encumbrance, regardless of filing date of the same. However, as to any lot, this Association lien shall be automatically subordinated to one mortgage, deed of trust, or other financing encumbrance in favor of an institutional lender, which is undertaken for the purpose of purchase of the lot, construction (or remodeling) or improvements to the same, or refinancing of the same; provided that the Association account with respect to any such lot is not delinquent at the time of recording of the encumbrance, and that a copy of such encumbrance is received at the office of the Association within sixty days of its execution.

E. In addition, the Association may choose to subordinate its lien to any other encumbrance, when in the best interests of the Association, and consistent with the purposes of as set forth herein.

F. Any delinquency owed by a member who sells or otherwise transfers his or her interest in a lot is owed by the member acquiring such interest, as provided in Article II, section A of these Bylaws.

G. The following are included in the meaning of "assessments:"

1. General Annual Assessment and/or Dues. The Association may impose a general annual assessment and/or dues on each lot or member within the development, which assessment or dues shall imposed as specified in these Bylaws and Articles of Incorporation.

2. Special Assessments. Special assessments for particular expenses may also be imposed as specified in these Bylaws and Articles of Incorporation.

3. Other Charges. In addition to these general and special assessments, the following charges may also be imposed, and are for the purposes of the Bylaws also considered assessments.

a. Service Fees. The Board of Directors may in its discretion impose direct fees for such goods and services as, for example, boat moorage.

b. Fees. The Board of Directors shall adopt a system for the imposition of fees for violation of the Association governing documents;

c. Fees and Interest. The Association may add reasonable late fees, and interest of not more than 12% per annum, compounded annually, to any delinquent account and all assessments related thereto;

d. Expenses. If the Board of Directors is required to expend any funds, with or without litigation, in pursuit of the collection of any assessments, as defined herein, the correction of any violation of the Association governing documents, or with regard to any dispute concerning its actions and/or powers, all expense, including but not limited to attorney, accountant, other expert, title report and surveyor fees; lot condition remediation costs; and all other costs of litigation, including court and discovery expenses; and any and all other amounts reasonably expended in the process of collection, dispute resolution or correction; shall be paid by the member responsible.

ARTICLE IX GOVERNANCE

A. Binding Rules. The rules of the Association, including those contained within the covenants, Articles of Incorporation, these Bylaws, and other Association rules and regulations, are binding on all members. The acceptance of an interest in title also constitutes an agreement that the Association governing documents and rules and regulations as they exist now and may be lawfully amended in the

future are accepted by the member, for himself or herself as well as for all family members, guests and tenants.

B. Construction. Where any terms of the covenants and/or other rules are unclear, the Association shall have the right, power and authority to interpret the same by providing a meaning that is reasonable and fair, and advances the purposes of the Association and the collective interest of the members.

C. Violations of Rules. In addition to collection of assessments, it may from time to time be necessary for legal action to be brought in order to correct violations of the Association covenants and/or rules. Such actions may be brought by the Association itself, or, where the rule violated is a recorded restrictive covenant, any individual members. A corrective action may be brought at law or in equity, and may request relief in the form of injunction, remediation, damages and/or collection of assessments and liens as defined at Article XIII above, or any other relief authorized by law or in equity.

D. Limitations of Actions Against the Board of Directors. No legal action may be brought against the Board of Directors, its officers, employees, and agents, committee members and/or volunteers, for failure to enforce any provisions of the governing documents or rules and regulations under any circumstances.

E. Acquiescence. Each member is conclusively deemed to acquiesce to any Board or Association action by payment of assessments, by the use of the facilities, or by other acceptance of any benefit of membership, after actual or constructive notice of any such action. Constructive notice includes notice of such actions by mail or electronic means to the member.

F. Indemnification. The Association shall indemnify current or former directors or officers, or any other persons, pursuant by law.

G. Severability. If any provision of these bylaws is deemed illegal or without effect, the remaining provisions shall not be effected.

H. Non-Waiver. Failure on the Association to enforce any Association covenant, Article of Incorporation, Bylaw, or any other rule or regulations against any member shall not operate (1) to waive the right of the Association to enforce at any time the same rule or any other rule against the same or any other member; (2) to acquiesce in the future non-enforcement of the same or any other rule; or (3) as the abandonment of the right to enforce the same of any other rule. No member may rely on any such non-enforcement for any purpose.

I. Amendments. These Bylaws may be amended by the majority vote of the members in good standing voting at a meeting with a quorum. The effective date of each amendment shall be as specified therein.

ARTICLE X

1. All of Division one according to Plat filed and recorded in column five, pages 77 and 78, Book of Plats, and
2. All of Division two according to Plat filed and recorded in volume five, page 87 and 88, Book of Plats, and
3. All of Division two according to replat filed and recorded in volume five, page 98 and 99, Book of Plats, and
4. All of Division two according to replat filed and recorded in volume six, page 7 and 8, Book of Plats;
5. All above descriptions in the records of the Auditor of Mason County, State of Washington.
6. Wherever a replat is indicated said replat shall prevail to the extent it supersedes previous platting.

ARTICLE XI CERTIFICATION OF AMENDMENT

A. Certification. We, the president and secretary of Paradise Services Associates, certify that the above stated Bylaws were properly adopted according to all requirements as an amendment to the Bylaws of Paradise Services Associates.

B. Effective Date. The effective date of these amended Bylaws shall be and is the 10th of August, 2021. All provisions of these amendments shall apply to all members and circumstances subject hereto immediately upon said date, except as otherwise prohibited by law.

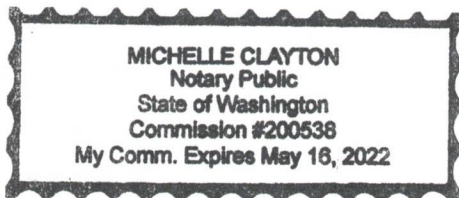
By our signatures hereto, we so certify:

Signature: *Velinda Brown* Typed Name: Velinda Brown Date: 8/10/2021
President, Board of Directors

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this 26 day of August, 2021 personally appeared before me Velinda Brown and acknowledged that she signed this instrument as her free and voluntary act as President of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.



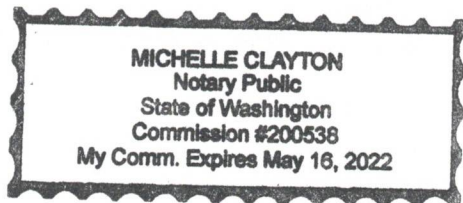
Michelle Clayton
PRINTED NAME Michelle Clayton
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON residing
in Mason Co, WA
My commission expires May 16, 2022

Signature: *William James* Typed Name: William James Date: 8/26/2021
Secretary, Board of Directors

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this 26 day of August, 2021 personally appeared before me William James and acknowledged that he signed said instrument as he free and voluntary act as Secretary of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.



Michelle Clayton
PRINTED NAME Michelle Clayton
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON residing
in Mason, WA
My commission expires May 16, 2022