

2022 BY-LAWS as Amended and Restated
Rolling Hills-Glencairn Community Service, Inc.

ARTICLE I

Section 1. This corporation shall be conducted as a non-profit maintenance corporation for the purposes set forth in the Articles of Incorporation and for the area hereinafter described, situated in Island County, Washington.

Section 2. The purpose for which this corporation was created may be altered, modified, enlarged, or diminished by the vote of two-thirds of the members at a meeting duly called for such purpose, notice of which meeting shall be given in the manner provided by the By-Laws of giving of notice for the election of Directors.

ARTICLE II
Membership

Section 1. The membership of the corporation shall consist of and be limited to the owners or purchasers of lots in the area described in Article II of the Articles of Incorporation, specifically within the plats of Rolling Hills No. 1, Rolling Hills No. 2, Glencairn and Glencairn No. 2, and adjoining properties that may come into the association's possession.

Each owner or purchaser shall have one membership regardless of the number of lots so owned or purchased, and the interest of each member shall be equal to that of any other member, and no member can acquire any interest which shall entitle them to any greater voice, vote or authority in the corporation than any other member.

A purchaser under a contract of purchase shall be deemed to be an owner for membership purposes. If any lots are held by two or more persons, the several owners of interest shall be entitled collectively to cast one vote. The term "lot" as used in these By-Laws shall include tracts and parcels not divided into or designated as lots on the applicable plat.

Section 2. Except as herein before otherwise provided and as declaratory of the foregoing, no membership shall be voted unless represented by the owner or purchaser as afore described of an individual lot to which it is and shall be inseparably appurtenant.

Section 3. Membership and certificates or cards of membership evidencing the same shall be inseparably appurtenant to lots owned by the members, and upon transfer of ownership, or contract of sale, of any such lots, membership or certificate or cards of membership shall ipso facto be deemed to be transferred to the contract purchaser. No membership or certificate or card of membership may be transferred, assigned or in any manner conveyed other than in the manner hereinbefore set forth.

In the event of the death of a member, the membership and certificate or card of membership of such member shall be and become the property of the personal representative of such deceased member upon the appointment and qualification as such in a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of the deceased member until title shall be transferred or contracted to be transferred. Upon any transfer of membership as hereinbefore provided the corporation will issue a new certificate or card as provided in Article VIII hereof.

Section 4. No membership shall be forfeited nor member be expelled except for non- payment of dues, and no member may withdraw except upon transfer of title to the real property to which their membership is appurtenant, as elsewhere herein provided. Forfeited memberships may be reinstated with payment of past dues.

No compensation shall be paid by the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation.

The initial membership fee, and the subsequent per-lot annual dues, shall be fixed and levied by the Board of Directors pursuant to the Articles of Incorporation and these By-Laws and subject to the provisions of said Articles and By-Laws.

ARTICLE III Dissolution

In the event of the dissolution of the corporation each person who is then a member shall receive their pro rata proportion of the property and assets after all of its debts have been paid.

ARTICLE IV Directors and Officers

Section 1. Corporate powers of the corporation shall be vested in a Board of Directors. The number of Directors who shall manage the affairs of the corporation shall be five. At any meeting or special meeting called therefor the members may increase or decrease the number of Directors to any number not more than nine or less than three.

Section 2. The Directors elected by the members to succeed the first Directors named in the Articles of Incorporation shall be elected for the terms of one, two, three, four, and five years, plus the time intervening between their election and the second Saturday in July 1962, if any; and thereafter

Directors shall be elected at each annual meeting to serve for the term of (3) years and until their successor is duly elected and qualified.

Section 3. Each Trustee shall be a member who shall not have lost their right to vote by reason of having disposed of land to which their membership is appurtenant.

Section 4. In the event a Trustee ceases to be the owner of the land to which their membership is appurtenant, or of a contract for the purchase thereof, they shall thereby cease to be a Trustee and their office shall become vacant upon written notification without action other than to spread such fact upon the minutes of the Board of Directors.

Section 5. At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect a president, vice-president, secretary, and treasurer. The board may also at any time appoint an executive secretary and/or assistant secretary and/or assistant treasurer. Officers of the corporation so elected shall hold office for the term of one year and until their successors are qualified. Any officer may be suspended or removed by a majority vote of all the Directors.

Section 6. Any vacancy occurring in the Board of Directors shall be filled by appointment by a majority of the remaining Directors. The person so appointed shall hold office until the next regular meeting of the members of the corporation, at which annual or adjourned annual meeting the vacancies for the remainder of the original terms, if any, shall be filled by election by the members in the regular manner.

ARTICLE V

Meetings

Section 1. Annual meetings of the members of the corporation shall be held at the principal place of business of the corporation or at such other place as the Board of Directors may elect. Said meetings shall be conducted according to Roberts Rules of Order. The annual meeting shall be held on the first Saturday of June of each year at 1:00 o'clock p.m. Notice thereof shall be given by the secretary by mailing notice to each member not less than ten days prior to the date of the meeting.

Section 2. Special meetings of the members may be called at any time by the president or a majority of the Board of Directors or by members representing ten percent of the lots within the jurisdiction of the corporation. Notices of a special meeting, stating the object thereof, shall be given by the secretary by mailing such notice to each member not less than twenty days prior to the date on which such meeting is to be held.

Section 3. At all annual and special meetings of the members, fifty of the members of the corporation, present in person or by proxy, shall constitute a quorum for the transaction of any business appropriate to a members' meeting. Each member shall be entitled to one vote, subject to the provisions of Article II, Section 1.

Section 4. Special meetings of the Board of Directors shall be called at any time by the secretary on order of the president or a majority of the Board of Directors. The secretary shall give each Trustee notice personally, verbally, or by mail or by telephone of all regular and special meetings sufficient to enable such Trustee to attend, and in any case at least one day previous thereto.

Section 5. A member may exercise their right to vote by proxy.

ARTICLE VI

Powers and Duties of Directors

Section 1. Subject to limitation in the Articles of Incorporation and the By-Laws and the laws of the State of Washington, all powers of the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers:

Section 2. To elect and remove all the other officers, agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or the By-Laws, fix their compensation and require from them security for faithful service.

Section 3. To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, with the Articles of Incorporation or the By-Laws, as they may deem best; provided, that the Directors, unless authorized by vote of the members at a special meeting called for that purpose, shall not be empowered to place any lien, mortgage or other encumbrance upon the property of the corporation.

Section 4. To issue certificates of membership only to owners or purchasers of lots hereinbefore described, subject to such conditions or terms as provided in the Articles of Incorporation and the By-Laws.

Section 5. To cause to be kept a complete record of all minutes and acts and to present a full statement to the regular annual meeting of members showing in detail the condition of the affairs of the corporation.

Section 6. The Directors shall be reimbursed by the corporation for such reasonable expenses as they may necessarily incur in pursuance of the business of the corporation.

Section 7. At the end of each fiscal year, and at such times as it shall be deemed advisable, the Board of Directors shall cause the accounts of the Treasurer to be audited by a Certified Public Accountant and a report thereon made to the membership.

ARTICLE VII

Duties of Officers

Section 1. President. The President shall preside at all meetings of the Directors and members; they shall sign as President all contracts or other instruments in writing authorized by the Board of Directors; they shall call special meetings of the Directors or of members whenever they deem it necessary; they shall have and exercise under the direction of the Board of Directors the general supervision of the affairs of the corporation.

Section 2. Vice-President. The Vice-President shall preside at all meetings in the absence of the president, and in case of the absence or disability of the president shall perform all other duties of the president, which are incidental to their office.

Section 3. Secretary. The secretary shall issue all notices and shall attend and keep the minutes of all meetings. The secretary shall have charge of all corporate books, records and papers; the secretary shall be custodian of the corporate seal, shall attest their signature and impress with the corporate seal all written contracts of the corporation, and shall perform all such other duties as are incidental to their office.

Section 4. Treasurer. The treasurer shall keep safely all moneys and securities of the corporation and disburse the same under the direction of the Board of Directors upon checks signed by them self and one other officer of the corporation. All persons authorized to handle or disburse the funds of the corporation shall be bonded, at the expense of the corporation, in an amount adequate to protect it. The treasurer shall cause to be deposited all funds of the corporation in a bank selected by the Directors. At each annual meeting of the members, and at any time directed by the Directors, the treasurer shall issue and present a full statement showing in detail the condition of the affairs of the corporation.

Section 5. The executive secretary and/or assistant secretary and/or assistant treasurer, if appointed by the Board of Directors shall perform such duties as may be designated by it.

Section 6. Any officer, other than the president, may occupy two offices concurrently if the Board of Directors so desires.

ARTICLE VIII

Certificates of Membership and Transfers

Section 1. A certificate or card of membership in the corporation may be issued to each member. All such certificates shall be signed by a Trustee of the corporation.

Section 2. All memberships and certificates or cards evidencing the same shall be inseparably appurtenant to the lot owned by the holders thereof and upon sale or contract to sell such memberships and such cards or certificates shall become the property of the grantee or purchaser as herein before provided.

No transfer of membership shall entitle the transferee to vote the same until it has been established to the satisfaction of the secretary that such transfer is bona fide and has been made in the manner provided.

Section 3. The secretary of the corporation shall upon request by one to whom a membership has been transferred as provided in Article II, together with documentation of such transfer satisfactory to the secretary and surrender of the certificate or card theretofore issued for the lot involved, issue a new certificate or card to such transferee.

Section 4. Unless specifically requested by the owner and holder thereof, it shall not be necessary that certificates or cards of membership be actually issued but any owner or purchaser of a lot within the said district may exercise all of the rights and privileges and shall be subject to all of the liabilities of membership without the actual issuance and possession of such certificate or card of membership.

ARTICLE IX

Annual Dues

Section 1. The members of the corporation shall be liable for the payment of such annual dues as may from time to time be fixed and levied by the Board of Directors pursuant to the Articles of Incorporation and by these By-Laws and subject to the provisions of said Articles and By-Laws.

The amount of such per-lot annual dues levied upon a member shall be as determined by the judgment of the Board of Directors to carry out any or all of the purposes for which the corporation is formed.

Section 2. Dues against members or the land owned or being purchased by them shall be levied by the Board of Directors on an equitable basis without distinction or preference of any kind.

The term 'lot' as used in these Bylaws shall include any combination of legally subdivided lots into one tax parcel for Island County real property tax purposes, provided however, any person desiring to combine legally subdivided parcels into one "lot" for purposes of paying membership dues and assessments shall not do so without first having obtained the written consent of the Board of Directors of Rolling Hills-Glencairn Community Service, Inc.; the Board shall consider each individual application for a combination of legally subdivided parcels on the merits of each situation and shall, in the exercise of its discretion, decide whether the combination of two or more parcels shall be allowed for the purpose of one 'lot' for purposes of assessment of dues and other monetary obligations under the Bylaws of the corporation. In the exercise of its discretion, the Board shall consider whether or not the combination of legally subdivided lots into one 'lot' is in the best interest of both the applicant and the corporation. Applications for combination shall only be entertained by the Board if filed between January 1 and February 15 of each calendar year.

All dues, when collected by the corporation, shall remain the property of the members until such time as they are expended pursuant to the Articles of Incorporation and By-Laws of the corporation.

Section 3. From time to time, as and when any such dues are levied, each member with respect to the land or interests therein to which his membership is appurtenant shall pay the amount of such dues against the same to the corporation, at its office, within thirty days after the mailing of the notice of such dues to the members.

The amount of such dues together with all expenses of collection, including but not restricted to attorneys' and collection agency fees and costs reasonably incurred in enforcing the same, shall be paid by the members and shall be a lien upon said land and the membership appurtenant thereto, enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgages upon land.

The lien of the dues/assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the dues/assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any dues/assessments thereafter becoming due or from the lien thereof.

No proceedings for the foreclosure of any of said liens as in this Article IX provided shall be commenced except upon the expiration of four months from and after the date of mailing said notice of dues.

ARTICLE X Water System

Section 1. At such time that the cost of providing water to the property owners of Rolling Hills-Glencairn Community Service, Inc., reaches an undue hardship on the treasury of the Rolling Hills-Glencairn Community Service, Inc., the Board of Directors may levy an assessment upon all members of the corporation for the purpose of establishing an expense and maintenance fund for the water system. Or, as an alternative, the Board of Directors may establish a water usage rate chargeable to those members who are hooked into the water system and are receiving water service.

Section 2. No lot owner, purchaser or representative thereof, whose membership dues are delinquent may receive water service or hook into said water mains without prior approval of the Board of Directors.

The installation of a water meter for any member must be borne by the lot owner or member.

Section 3. Members of the corporation shall be furnished water by said corporation for residential, domestic or business purposes only. The zoning of the lot determining the usage.

Any lot which has thereon more than one residential structure using water, whether the same be a mobile home, trailer home or otherwise, the occupants of the additional structures shall pay the same fees and rates as in this article prescribed for members, but this does not constitute such a user a member of the corporation as defined in Article II. In the event additional users as herein defined do not pay the fees and rates prescribed when due, the member upon whose lot the additional structure or structures exist shall be liable therefor.

On those lots zoned and used for business use, the Board of Directors, may at its discretion, establish such rates and/or regulations as necessary to equalize the charges or usage with those lots zoned residential.

Any violation of this section or nonpayment of dues shall entitle the corporation to cease furnishing water to said members.

Section 4. Charges for water consumed shall be due and payable to the treasurer on such dates and for such periods as shall be determined by the Board of Directors. If the current bill is not paid within fifteen (15) days after the due date it shall become delinquent. After 60 days of such delinquency, upon notification, the president shall cause the water to be shut off from the premises of said member. In the event of a shut off, all arrearages must be paid in full, together with a nominal fee to be determined by the Board of Directors for turning on said water prior to resuming service. Notification of water shut-off will be by means of posting a written notification of shut-off on the front door of the premises where the water is being shut off to, or in the event there is no front door, written notice of shut-off will be posted in a conspicuous location on the property facing the closest road. The written notice of shut-off shall have a phone number on it to be called if the lot owner desires to reinstitute the water service.

After four (4) months of non-payment a lien may be placed on the property. Members who are twelve (12) months delinquent in paying their dues, assessments and or water charges will forfeit their water connection. After thirteen (13) months of non-payment, the foreclosure process may commence. Prior to forfeiture, thirty (30) days notice will be sent to the last known address of the member by regular and certified mail. The current fee for a new water hookup must be paid together with all past-due amounts before another water connection is allowed.

All legal fees associated with collection of any delinquent charge will be applied to the member's account.

In the event of a water shortage, the Board of Directors may limit the use of the water by regulation and any violation of such regulations may result in the discontinuance of service to the violating member.

The installation of meters or other devices for the measurement of water usage shall be at the discretion of the Board of Directors.

ARTICLE XI

Restrictions on Property Usage

Section 1. All usage and enjoyment of any real property within the aforesaid plats shall conform to all local, state, and federal ordinances and statutes.

Section 2. Firearms. There shall be no hunting, shooting, and/or target practice, on any of the real property encompassed within the plats of Rolling Hills-Glencairn.

Section 3. Land Use. All lots within the plats of Rolling Hills and Glencairn shall be used only as permitted by Island County regulations and Rolling Hills Glencairn By-Laws. All lots within the plats of Rolling Hills and Glencairn are currently zoned by Island County as Residential, except for any lots that are specifically designated on the plat or by the Board of Directors as Reserve (water system, clubhouse), park, recreational or green space. The use of a lot as Residential or Reserve may be changed only by approval of a majority of the voting power, as provided in Article I, Section 4 of this Resolution, at a regular or special meeting of the corporation and in accordance with Island County Code.

Section 4. Accessory Living Units. Accessory Living Units for properties in a Rural Residential Zone may be established in accordance with Island County Code Title XVII, Zoning for Guest House or Accessory Living Unit requirements.

Section 5. Architectural Control. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the ground breaking until the exteriors of such buildings and structures are completed and painted or otherwise suitably finished including final grading within one (1) year of the date of commencement. However, the board of directors may extend completion time up to six (6) months for good cause. All exterior repairs or renovations of any dwelling or outbuilding must be completed to present a finished appearance within three (3) months of notification by the Board of Directors.

Section 6. Building Location. No dwelling, unattached garage or other outbuilding shall be located on any lot nearer than twenty (20) feet from any street side property line nor nearer than five (5)

feet from any interior property line or as permitted by Island County regulations. On waterfront lots, no building or structure shall be nearer the bluff than permitted by Island County regulations.

Section 7. Mobile and Modular Homes. This entire Declaration of Covenants and Restrictions shall apply to all mobile homes, also called manufactured homes, and to modular homes, also called multi sectional homes. All newly installed mobile homes shall be of the type designated "double wide" or larger as permitted by Island County regulations.

Section 8. Easements. The Board of Directors reserves perpetual easements over, under and across the eight feet on the street side borders of each lot for the purposes of construction, maintenance, and operation of utilities, (Island County right of way and Puget Power easements may be different).

Section 9. Nuisances and General Maintenance. No noxious, illegal, or offensive use of property shall be carried out on any lot, nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood. No trash, garbage, junk, or other refuse, underbrush, or unsightly growth or objects shall be maintained or allowed on any lot. Complaints about trash, garbage, or refuse will first be reported to Island County Public Health regarding possible violations of Island County Code Title VIII, Health, Welfare and Sanitation. No more than one inoperative vehicle with lapsed registration shall be allowed on any lot as per Island County Code. Complaints about junk and/or junk vehicles will first be reported to Island County Planning and Community Development regarding possible violations of Island County Code Title XVII, Zoning. This restriction does not apply to the controlled composting of vegetation in appropriate containers or to a modest unobtrusive compost pile on owner's own property.

Section 10. Habitation of Temporary Structures. No structure of any temporary character, tent, shack, garage, house trailer, recreational vehicle or any outbuilding or building under construction shall be used on any lot at any time as a permanent, seasonal, or temporary residence or dwelling unless approved by the Board of Directors and a permit has been issued by Island County.

Section 11. Dog Control. Complaints about dogs will first be reported to Island County Animal Control regarding possible violations of Island County Code Title VI, Dog License and Control. Unresolved issues with dog control may result in consideration by the Board of Trustees for further enforcement. In general, dog owners shall be responsible for controlling their dog off premises and not allow chasing of vehicles or bicycles, or menacing of pedestrians using public roadways. Dogs must be confined behind a fence or otherwise securely restrained while on the owner's property. A dog may be kept unleashed on the owner's property or community property only if the owner is present with the animal and under the owner's direct control and supervision. Dog owners shall not allow or permit their dog(s) to frequently or habitually howl, yelp or bark and annoy or disturb their neighbors. Dog owners are required to pick up after their dog while walking in the community or on the beach.

Section 12. Livestock. No livestock, shall be raised, bred, or kept on any properties. Dogs, cats, and other domesticated household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Exception: Chicken hens may be raised providing that the chicken coops are at least 20 feet from property lines and waste products, flies and odors are controlled. No roosters shall be allowed.

Section 13. Sewerage Systems. No individual sewerage disposal system shall be permitted on any lot unless that system is designed, located, and constructed in accordance with the requirements and recommendations of the state and local health authorities.

Section 14. Beach Access, Beach and Pier. Fireworks, camping, overnight parking, beach fires, driving on the beach, harvesting of driftwood or overnight boat mooring to the float are not allowed. A gate key card and vehicle-parking permit are available to Association Members.

ARTICLE XII

Enforcement of Land Use Restrictions

Section 1. Enforcement. The corporation is hereby charged with the authority to and obligation of enforcing the land use restrictions. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the restrictions hereof, to restrain the violation or to recover damages. In the event that the Association fails to take appropriate action for the enforcement of the restrictions hereof within a reasonable time after violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning a lot or lots within the property may take such steps in law or in equity that may be necessary for enforcement. Any damages recovered in an enforcement proceeding shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any enforcement proceeding, whether in law or in equity, shall have from his opponent any attorney's fees that the court may deem reasonable.

Section 2 Inspection. The corporation through its duly authorized agent, and after reasonable notice to the owner, is hereby authorized to visit any or all of the lots at reasonable times for the purpose of aiding in the enforcement of the property use restrictions.

Section 3. Enforcement Process. Property owners are encouraged to work through issues with violations of the property use restrictions in Rolling Hills-Glencairn's By-Laws with their neighbors or Island County government before seeking enforcement from the Rolling Hills-Glencairn Board of Directors. If this course of action is not possible or has been unsuccessful members may file a complaint with the Board of Directors.

Filing a Complaint. Complainant(s) shall submit a complaint in writing to the Board. In urgent situations, the Board has the discretion to accept the complaint verbally. The complaint may be submitted by Email to rollinghills@oakharbor.net, by US Mail to Rolling Hills Glencairn Community Service, Inc. at 1126 Sidney Street, Oak Harbor, WA 98277, by hand-delivery to the office, or by hand delivery or Email to any Board member.

The complaint should detail the following: The complainant's full name and contact information (telephone number, street address, email address). The exact street address or county property ID or lot location of the offending property and owner's name (if known). A description of the issue. Steps previously taken, if any, to resolve the issue directly with the neighbor or via other authorities. For convenience a complaint form will be available at the Rolling Hills Glencairn office.

Upon the filing of the complaint, the Board shall attempt a reasonable investigation of the complaint to the extent deemed appropriate. If the Board determines that the allegations constitute

violations(s) of the governing documents, the following procedure will be followed:

Discretionary courtesy notification. In order to resolve issues without citing a formal violation, the Board may attempt to provide the owner a courtesy call, email, or other notice. Such courtesy notices are discretionary and will be determined on a case-by-case basis.

Violation notice. A letter citing the specific violation(s) and detailing what corrective action(s) are required in order to resolve said violations(s) will be mailed to the property owner. Property owners will have 30 days from the date of the letter to (1) resolve the issue(s), (2) submit a corrective action plan to the Board for approval, or (3) appeal the alleged violations(s).

Notifications of non-compliance. If no response from the violating owner is received, and/or the issue is not satisfactorily addressed within the 30 days following initial notification, the Board will issue a letter of non-compliance. The notice will advise the property owner of the actions that may be taken, including but not limited to the following:

Suspending the property owner's voting rights and membership privileges.

Levying fines for each violation, assessable until the issue has been resolved. Fines will be billed with monthly billing and any funds paid will go toward fines first. Failure to pay the total bill may result in the loss of all services, including water service.

Notifying appropriate authorities and/or securing professional services to correct the violation(s), with the cost charged back to the property owner.

Alternately or in conjunction with any of the above, the Board may seek compliance via proceeding in equity or at law, and shall charge back to the owner any attorney or court fees incurred by the Association.

Issuance of immediate violations and fines: If the violation affects the health and/or safety of Rolling Hills-Glencairn residents or other significant violations as determined by the Board, the initial violation notice may be bypassed. In these cases, a letter will be issued to the owner which identifies, the violation incident and the associated fine, and any action or remedy required. The Board will also work with Island County Authorities for abatement of the violations as needed.

Section 4. Schedule of Fines

The following schedule of fines reflects general categories of violations as related to the Rolling Hills-Glencairn property usage restrictions.

Category	Article XI Section #	1st Occurrence	2nd Occurrence	3rd and Subsequent Occurrence
Architectural	3,4,5,6, 7, 10 and 13	\$50	\$100	\$200
Nuisances and General Maintenance	9	\$50	\$100	\$200
Dog Control and Livestock	11 and 12	\$50	\$100	\$200
Beach Access, Beach and Pier	14	\$50	\$100	\$200
Other significant violations (e.g. illegal dumping, common area encroachment).	2, 8 and 13	\$250	\$500	\$1000

The above list is not all-inclusive or comprehensive.

Section 5. Assessment of Fines. Should the violators be tenants, the owner of record will be responsible for payment of fines if the tenant does not pay. The assessment of fines is at the sole discretion of the Board, and will be based on the severity of the specific violation(s).

If a property owner fails or refuses to comply, the Board may have the violation remedied. Additional fines of up to \$1,000 may be levied.

If a property owner has agreed to address the violation, but such action takes longer than 30 days from the original violation notice, the violation shall be considered outstanding, and the property owner shall not have member privileges until the violation has been satisfied and closed by the Board.

An occurrence is defined as a written notification from the Board to the offending property owner. The Board may initiate formal legal action after the second occurrence of the same violation. The payment of any and all legal fees and related costs incurred by Rolling Hills-Glencairn Community Service, Inc., to enforce violations or collect fines shall be the responsibility of the property owner.

Section 6. Unpaid fines, fees or charge-backs. In cases where fines, fees or charge-backs are not paid, in addition to revocation of services the Board shall employ any collections efforts deemed necessary, including but not limited to collections processes including through collection agencies, liens placed against the property, foreclosure or litigation. A Certified letter shall be sent via US Mail notifying the property owner of the action being taken, and advising that additional fees may be assessed monthly until the issue has been completely resolved.

**ARTICLE XII
Disbursements**

Section 1. The Board of Directors must approve all disbursements from the Rolling Hills-Glencairn Community Service, Inc. Treasury. All members of the Board of Directors shall be signers on the banking accounts of the Rolling Hills-Glencairn Community Service, Inc. and all checks shall be countersigned by two of those members.

Section 2. No expense shall be contemplated by the Board of Directors that exceeds the amount of cash on hand in the treasury without the prior approval by a majority of the voting members at either a regular or special meeting called under the manner prescribed in the By-Laws. Any amount approved in this manner by the membership may be equitably assessed to all members.

**ARTICLE XIII
Amendments**

These By-Laws may be amended at any annual or special meeting called for that purpose by a majority of the members voting either by their presence at the meeting or by absentee ballot, providing all voting members are current paid up members of the corporation.

IN WITNESS WHEREOF, we, the undersigned, the duly elected officers of this corporation, have this 20th day of July, 2022, hereunto set our hands and seals:

SIGNATURE ON FILE

Eugene Hartman, President

STATE OF WASHINGTON}
 }ss
COUNTY OF ISLAND }

This is to certify that on this day, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Eugene Hartman**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS under my hand and official seal this 20th day of July, 2022.

SIGNATURE ON FILE

Ruby Anne Hall
Notary Public in and for the State of
Washington, residing at Oak Harbor
My commission expires 06/17/2024

SIGNATURE ON FILE

Kathleen Parvin, Vice-President

STATE OF WASHINGTON}
 }ss
COUNTY OF ISLAND }

This is to certify that on this day, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kathleen Parvin**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS under my hand and official seal this 20th day of July, 2022.

SIGNATURE ON FILE

Ruby Anne Hall

Notary Public in and for the State of
Washington, residing at Oak Harbor
My commission expires 06/17/2024

SIGNATURE ON FILE

Daniel Kelly, Treasurer

STATE OF WASHINGTON}
 }ss
COUNTY OF ISLAND }

This is to certify that on this day, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel Kelly**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS under my hand and official seal this 20th day of July, 2022.

SIGNATURE ON FILE

Ruby Anne Hall

Notary Public in and for the State of
Washington, residing at Oak Harbor
My commission expires 06/17/2024