

**AMENDED AND RESTATED BYLAWS
OF
TUSCANY HOMEOWNERS ASSOCIATION**

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AMENDED AND RESTATED BYLAWS
OF
TUSCANY HOMEOWNERS ASSOCIATION

These Amended and Restated Bylaws of Tuscany Homeowners Association ("Association"), formerly known as The Shadowbrook Homeowners Association, hereby restate, supersede, replace, and amend the By-Laws of The Shadowbrook Homeowners Association dated March 30, 1989 in their entirety. These Amended and Restated Bylaws apply to the Properties, including each Lot therein and all Common Areas. Each Owner of a Lot within the Plats of Shadowbrook (Divisions 1, 2, and 3), recorded under King County Recording Nos. 8906200220, 9112031190, and 9102200369, respectively, as further described and identified in the Declaration of Covenants and Restrictions for the Plat of Shadowbrook, recorded under King County Recording No. 8906210512, as amended from time to time ("Declaration"), shall automatically be a member ("Member") of this Association. All present and future Owners, mortgagees and other encumbrancers, lessees, tenants, licensees and occupants of Lots, and their guests and employees, and any other person who may use the Properties, are subject to these Amended and Restated Bylaws, the Declaration, and any rules and regulations established from time to time by the Association.

ARTICLE I - DEFINITIONS

Unless the context indicates otherwise, all capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Declaration. The following additional definitions are used herein:

"Deliver" or "Delivery" means: (a) mailing; (b) transmission by facsimile equipment, for purposes of delivering a demand, consent, notice, or waiver to the Association or one of its officers, directors, or Members; or (c) Electronic Transmission, in accordance with the officer's, director's, or Member's consent, for purposes of delivering a demand, consent, notice, or waiver to the Association or one of its officers, directors, or Members.

"Electronic Transmission" means an electronic communication (a) not directly involving the physical transfer of a Record in a Tangible Medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and (c) that may be directly reproduced in a Tangible Medium by the sender and the recipient.

"Electronically Transmitted" means the initiation of an Electronic Transmission.

"Record" means information inscribed on a Tangible Medium or contained in an Electronic Transmission.

"Tangible Medium" means a Writing, copy of a Writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

"Writing" does not include an Electronic Transmission.

"Written" means embodied in a Tangible Medium.

ARTICLE II - MEMBERSHIP - VOTING - REGISTER

1. Membership. Each Owner of a Lot shall remain a Member until that Owner ceases to own a Lot. Membership in the Association shall be limited to the Owners of the Lots. Membership shall automatically pass to the succeeding Owner with the conveyance of each Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. The Members shall participate in the affairs of the Association personally or through designated representatives, as set forth herein.

2. Voting. The total voting power of all Lots shall be equal to the total number of Lots. Each Lot is entitled to one (1) vote. A vote must be for all of the voting power for the Lot for which it is cast. There shall be one (1) voting representative for each Lot. The voting representative shall be designated by the Member or Members of each Lot by notice in the form of a Record to the Board and need not be an Owner. The designation may be revoked at any time by the Member or Members by notice in the form of a Record to the Board, and the death or judicially declared incompetence of the Member shall revoke the designation, provided, that such designation shall not be effective until the Board has been notified thereof. The powers of designation and revocation may be exercised by the guardian, trustee, personal representative, administrator, or executor of a Member or his or her estate. Where no designation is made, or where a designation has been made but is revoked and no new designations have been made, the voting power of each Lot shall be the group composed of all of its Members, and the Association may recognize the vote of any one or more of such Members present in person or by proxy at any meetings of the Association as the vote of all such Members. If there is more than one Member for a Lot and they do not vote unanimously, the vote for that Lot shall be disregarded by the Board and be deemed void; *provided, however*, that the vote of that Lot shall be counted for the purpose of constituting a quorum, and further provided, that multiple votes cast in a consistent manner shall be counted only once for a Lot. If a Lot is owned by two spouses and only one of them is present at a meeting of the Association, the spouse who is present will represent the marital community and cast their Lot's one (1) vote.

3. Ownership of More Than One Lot. A person who owns more than one Lot shall be entitled to exercise the votes for the combined total of all Lots owned.

4. Pledged Votes. If an Owner has pledged his or her vote regarding special matters to a Lender under a duly recorded Mortgage, including a pledge to the seller under a duly recorded real estate contract, only the vote of the Lender will be recognized in regard to the special matters upon which the vote is pledged if a copy of the instrument creating this pledge has been filed in the form of a Record with the Board.

5. Voting by Mail or Electronic Transmission. Whenever proposals are to be voted upon or directors or officers are to be elected by Members, the vote may be taken by mail or by Electronic Transmission if the name of each candidate and/or the text of each proposal to be voted upon are set forth in a Record accompanying or contained in the notice of meeting. A vote may be conducted by Electronic Transmission if the ballot may be Electronically Transmitted and the ballot is Electronically Transmitted to such address, location or system as is designated by the Board from time to time, in the form of a Record.

6. Presence at Meeting. Members voting by mail or Electronic Transmission are present for all purposes of quorum, count of votes, and percentages of total voting power present.

7. Register of Members. The Board of Directors of the Association shall maintain a register containing the names, addresses, and telephone numbers of all Members, their designated representatives, and any voting rights pledges that have been filed with the Association. If a Member has consented to receive notices by Electronic Transmission, the register shall include the address, location or system to which notices may be Electronically Transmitted. Members who sell or convey their interests in a Lot shall promptly report to the Board of Directors the name and address of their successor in interest. Persons claiming membership in the Association shall, upon request, furnish the Board of Directors with a copy of any document under which they assert ownership of a Lot, or any interest therein. The Board of Directors may require Members to supply it with copies of any Mortgage or other security instrument affecting their interests.

ARTICLE III - ELECTRONIC NOTICE

1. Electronic Transmission. A notice to be provided by Electronic Transmission must be Electronically Transmitted.

2. Delivery of Notice. Notice to Members and directors in an Electronic Transmission that otherwise complies with the requirements of these Amended and Restated Bylaws is effective only with respect to Members and directors who have consented, in the form of a Record, to receive Electronically Transmitted notices.

(a) Notice by Electronic Transmission to Members and directors shall include material that the Declaration or these Amended and Restated Bylaws require or permit to accompany the notice.

(b) A Member or director who provides consent, in the form of a Record, to receive Electronically Transmitted notices shall designate in the consent the message format accessible to the recipient, and the address, location or system to which these notices may be Electronically Transmitted.

(c) A Member or director who has consented to receive Electronically Transmitted notices may revoke the consent by Delivering a revocation to the Association in the form of a Record.

(d) The consent of any Member or director is revoked if the Association is unable to Electronically Transmit two (2) consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the Secretary of the Association or other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

3. Posting Notices. Notice to Members or directors who have consented to receive Electronically Transmitted notices may be provided by posting the notice on an electronic network and Delivering to the Member or director a separate Record of the posting, together with comprehensible instructions regarding how to obtain access to this posting on the electronic network.

4. Effective Date. Notice provided in an Electronic Transmission is effective when it (a) is Electronically Transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate Record of the posting has been Delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

ARTICLE IV - MEETINGS OF THE ASSOCIATION

1. Place. Meetings of the Association shall be held at such reasonable place as may be designated from time to time by the Board of Directors.

2. Annual Meeting. The annual meeting of the Association shall be held in the first week of May each year, or on such other date and time in the second quarter fixed by the Board of Directors. At each annual meeting, the Members shall elect directors or fill vacancies in the Board of Directors, and shall consider such other business as may properly come before the meeting.

3. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors, and it shall be the duty of the President to call a special meeting of the Association upon a request in the form of a Record by ten percent (10%) or more Members.

4. Notice of Meetings. It shall be the duty of the Secretary of the Association to Deliver a notice of each annual and special meeting to each Member, stating the time and place where it is to be held, the business to be placed on the agenda by the Board of Directors for a vote by the Members, including the general nature of any proposed amendment to the Articles of Incorporation, Amended and Restated Bylaws, any budget or changes to a previously approved budget that result in a change in Assessment obligation, and any proposal to remove a director. Unless a Member has consented to receive notices by Electronic Transmission, notices shall be in Writing. Written notices shall be Delivered to the address of the Lot involved or at such other address as the Member shall have furnished in the form of a Record to the Board of Directors. All notices shall be given at least ten (10) but not more than fifty (50) days prior to an annual or special meeting. Notice of any meeting of the Association may be waived in the form of a Record at any time and is waived by actual attendance at such meeting, unless such appearance be limited expressly to object to the legality of the meeting. A declaration of such limited appearance shall be filed in the form of a Record with the Board of Directors at or prior to the meeting attended in such limited capacity.

5. Quorum. The presence in person or by proxy of Members holding ten percent (10%) or more of the votes held by Members shall constitute a quorum for the transaction of business at any meeting of the Association.

6. Adjourned Meetings. If any meeting of the Association cannot be held because a quorum is not in attendance, the Members or their designated representatives may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and the Members or their designated representatives who attend such an adjourned meeting, although holding less than ten percent (10%) of the votes held by Members, in person or by proxy, shall nevertheless constitute a quorum for the purpose of said meeting, provided that they hold at least five percent (5%) of the votes held by Members; and provided further, that no amendment to the Declaration shall be adopted except as prescribed by the Declaration, and no amendment to these Amended and Restated Bylaws shall be adopted unless Members holding ten percent (10%) or more of the votes held by Members are present in person or by proxy.

7. Proxies. Any Member may vote by proxy. Proxies shall be in the form of a Record, signed by the Member, and filed with the Secretary of the Association prior to the vote in which such proxies are cast. A proxy must be for all the voting power of the Lot.

8. Majority Vote. Except as otherwise provided by the Declaration or herein, passage of any matter submitted to vote at a meeting or adjourned meeting duly called, where a quorum is in attendance in person or by proxy, shall require the affirmative vote of a majority of the total votes present in person or by proxy.

9. Vote Held Open. At the request of the President of the Association or upon the affirmative vote of a majority of the total votes present in person or by proxy, such Members may authorize the vote on any issue be held open for up to ten (10) business days from adjournment of the meeting. A Member may record his or her vote by Delivering a ballot in the form of a Record within the authorized period to the Secretary of the Association or other person designated to accept receipt of the votes. The vote shall have the effect, and may be referred to in the minutes, as if the vote had been taken at the meeting.

10. Order of Business at Meetings. The order of business at meetings of the Association shall be as follows unless dispensed with or altered by motion:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of directors (annual meeting or special meeting called for such purpose)
- (g) New business
- (h) Unfinished business
- (i) Adjournment

11. Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the current available edition of Roberts Rules of Order, Revised.

ARTICLE V - BOARD OF DIRECTORS - SUBMISSION OF OFFICIAL BUSINESS

1. Number. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) persons, who shall be elected by the Members at each annual meeting of the Association or any special meeting duly called for that purpose, or by mailing a ballot as provided in Article V, Section 5(e) of the Declaration. Each director shall serve for a term of three (3) years.

2. Removal of Directors - Vacancies. Any director may be removed, with or without cause, by a majority vote of all of the Members of the Association, and vacancies in the Board of Directors may be filled by the remaining directors. A director elected to fill any vacancy caused by the resignation or removal of a director shall serve for the unexpired portion of the previous director's term.

3. Standard of Care. Except as provided in herein, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the directors and officers of the Association are required to exercise ordinary and reasonable care. A director or an officer shall be deemed to have used ordinary and reasonable care if he or she acts with good faith and without fraud, dishonesty or incompetence (*i.e.*, failure to exercise proper care, skill, and diligence). A director or an officer shall have discretion to act or refrain from acting as such director or officer determines is in the best interest of the Association as a whole and the Members collectively and/or individually.

4. Compensation. No compensation shall be paid to directors for their services as directors.
5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director at least five (5) days prior to the day fixed for such meeting, which notice shall state the time and place of the meeting.
6. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association or by any two (2) members of the Board of Directors on two (2) days' prior notice to each director, which notice shall state the time, place, and purpose of the meeting.
7. Waiver of Notice. Before or after any meeting of the Board of Directors, any director may, in the form of a Record, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him or her of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.
8. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of all of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.
9. Official Business. All official business shall be transmitted to the Board of Directors in the form of a Record, emergencies excepted, and such business in the form of a Record shall be submitted to the Board of Directors through the President of the Association if available, and the Secretary of the Association, if the President is not available.
10. Actions Taken Without a Meeting. The directors may take any action in the absence of a meeting which they could take at a meeting so long as they obtain the written consent of all of the directors in an Electronic Transmission or Writing. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI - OFFICERS

1. Designation. The officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint a Vice President or such other officers as in their judgment may be necessary.
2. Election of Officers. The officers of the Association shall be elected each year at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board.
3. Removal of Officers. At any regular meeting of the Board of Directors or at any special meeting called for that purpose, any officer may be removed, with or without cause, and his or her successor elected, upon an affirmative vote of a majority of the remaining members of the Board of Directors.
4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors and shall have all powers and shall perform all duties usually incident to the office of President of a business corporation.

5. Vice President. If appointed, the Vice President shall also have all powers of the President in the absence of the President and shall perform all other duties as the Board of Directors may prescribe within the provisions of applicable statutes, the Declaration, and these Amended and Restated Bylaws.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall also maintain the register of Members, designated representatives, and voting rights pledges. In addition, the Secretary shall provide all of the required notices as provided in the Declaration and herein, and shall perform all duties usually incident to the office of Secretary of a business corporation. The offices of Secretary and Treasurer may be held by the same person.

7. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and shall perform all duties usually incident to the office of Treasurer of a business corporation.

8. Other Officers, Assistants, Employees. Other officers of the Association, assistants to the officers, or persons employed to assist the officers, shall have such authority and shall perform such duties as the Board of Directors may prescribe within the provisions of applicable statutes, the Declaration, and these Amended and Restated Bylaws.

9. Compensation. The Board may pay reasonable compensation to any officer, assistant or Member who performs substantial services for the Association in carrying out the management functions.

ARTICLE VII - COMMITTEES AND MANAGER

1. Committees of Directors. The Board of Directors may designate one or more committees, each of which shall consist of one or more directors. Such committees shall have and exercise to the extent provided in the resolution establishing the committee, the authority of the Board of Directors in the management of the Association, but the designation of such committees shall not operate to relieve the Board of Directors of any responsibility imposed upon it by law.

2. Other Committees. As further provided in the Declaration, the Board of Directors shall designate an Architectural Control Committee of three (3) or more Members of the Association, one of which shall be a director. The President of the Association or the Board of Directors may designate other committees, composed of one or more non-director Members of the Association, *provided, however*, each committee shall have at least one director as a member.

3. Delegation to Manager. The Board of Directors may delegate any of its duties, powers or functions to any professional property management company to act as manager of the Properties.

ARTICLE VIII - OBLIGATION OF MEMBERS

1. Assessments. As more fully provided in the Declaration, all Members shall pay the Assessments imposed by the Association to meet all Common Expenses, and the Board of Directors shall act to establish, assess, collect and expend such Assessments as therein provided. The Board of Directors, on behalf of the Association, may commence an action to foreclose the lien of any delinquent Assessments.

2. Other Obligations. All Members shall comply with all duties set forth in the Declaration and herein.

3. Rules and Regulations. The Board of Directors may, from time to time, adopt such rules and regulations as may be reasonably required for the use, occupancy, and maintenance of the Lots and Common Areas. When so adopted, such rules and regulations shall be binding upon all of the Members and occupants of the Properties and shall be a part of these Amended and Restated Bylaws. The Board of Directors may from time to time amend any such rules and regulations.

ARTICLE IX - HANDLING OF FUNDS

1. Accounts. The Association shall establish the necessary funds or accounts to properly provide for the operation and maintenance of the Properties, as required by the Declaration. Overall management of these funds shall be the responsibility of the Treasurer of the Association, who shall be authorized to open such accounts and adopt such procedures as may be advisable to properly secure the accounts and funds of the Association.

2. General Account. The Treasurer shall establish a checking account in a commercial bank or other financial institution insured by the FDIC to be known as the "General Account." The General Account shall be the working capital account for the Association, and will normally receive all monthly Assessments and all income and other funds received by the Association. Checks shall be issued from this account for all management, maintenance and operational obligations of the Association. If a replacement and maintenance reserve account and/or an insurance reserve account are established, checks issued to and funds for those accounts will normally be received and deposited in the General Account so that an overall accounting of the funds received and disbursed by the Association is centralized in the check register of the General Account.

3. Reserve Accounts. If the Board authorizes a replacement and maintenance reserve account and/or an insurance reserve account, the Treasurer shall establish such account(s) as interest bearing savings account(s) in a commercial bank or other financial institution insured by the FDIC. The purpose of a replacement and maintenance reserve account is to provide for major renovation of Common Areas, for financial stability during periods of special stress, to meet deficiencies in the general funds that may occur from time to time as a result of delinquent payments of Assessments, and for other contingencies. The purpose of an insurance reserve account is to provide for payment of insurance premiums.

ARTICLE X - KEEPING RECORDS AND REPORTS

1. General. The Treasurer shall keep complete and accurate books and records of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred. Such books and records, and all contracts, documents, papers and other records of the Association, except for the unlisted telephone number of any member, shall be available for examination by the Members or their authorized representatives, agents, or attorneys, at any reasonable time or times.

2. Financial Reports. The Board of Directors shall cause to be issued and Delivered to all Members at least one (1) copy of each annual financial statement and report of the Association, and a statement from the President indicating the general condition of the Association and providing a

comparison between the actual expenses of the Association and the projected expenses outlined in the current budget upon which the current Assessments are based.

ARTICLE XI - AMENDMENTS

These Amended and Restated Bylaws may be amended by a majority vote of the Members present at any meeting of the Association at which a quorum is present, or by agreement in the form of a Record of a majority of the Members, as further provided in Article V, Section 5 of the Declaration.

ARTICLE XII - MISCELLANEOUS

1. Notices for All Purposes. Any notice permitted or required to be Delivered under the provisions of these Amended and Restated Bylaws may be Delivered (a) personally, (b) by mail or by nationally-recognized overnight carrier to the address of the Lot or to such other address as any Member shall submit in the form of a Record to the Board, or (c) by Electronic Transmission pursuant to Article III herein. Mailing addresses and/or the addresses, locations or systems for receipt of Electronic Transmissions may be changed from time to time by notice in the form of a Record to the Board. Notice to be given to the Board shall be given to the President or Secretary of the Association at PO Box 2677, Redmond, WA 98073. Notices shall be deemed Delivered (i) if Delivered personally, upon Delivery; (ii) if Delivered by first class mail, two (2) days after being deposited in the U.S. Mail, postage pre-paid; (iii) if Delivered by overnight carrier, the next business day; or (iv) if Delivered by Electronic Transmission, upon Delivery.

2. Waiver. The failure of the Board of Directors in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, or of these Amended and Restated Bylaws, or any rules and regulations established by the Board of Directors, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future as to such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Directors of any Assessment from a Member, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in the form of a Record and signed by all of the directors.

3. Limitation of Liability. The Board of Directors of the Association shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board of Directors or for injury or damage to person or property caused by the elements, or by another Member or person; or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the Properties, or from any pipes, drains, conduits, appliances, or equipment, or from any other place; or resulting from loss, damage, or theft of articles used or stored by Members on the Lots or Common Areas. No diminution or abatement of Assessment shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Areas, or from any action taken to comply with any law, ordinance, or order of a governmental authority. This section shall not be interpreted to impose any form of liability by any implication upon the Board of Directors or upon the Association.

4. Interpretation. The provisions of the Declaration and these Amended and Restated Bylaws shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Properties.

5. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year.

IN WITNESS WHEREOF, these Amended and Restated Bylaws were adopted by the affirmative vote of at least a majority of the Members present in person or by proxy at a special meeting of the Association on November 6, 2017 at which a quorum was present, and I do hereunto subscribe my name as President of the Association on this 7th day of November, 2017.

TUSCANY HOMEOWNERS ASSOCIATION,
a Washington nonprofit corporation

By: Wade Brewer
Wade Brewer, President