

BY-LAWS

for

VISTA FIELD ASSOCIATION,

a Washington Nonprofit Corporation

Introduction

The Vista Field Association (the “Association”) is organized as a nonprofit corporation under Chapter 24.03, RCW (the “Washington Nonprofit Corporation Act”). These Bylaws were written to comply with the Washington Nonprofit Corporation Act and Chapter 64.90, RCW, and the Washington Uniform Common Interest Ownership Act (the “Act”) at the time the Association was formed. However, those laws may change, and the Association is required to comply with changes to the laws, which by their terms do not require adoption by the Board or the Owners, as applicable. In case of any conflict between Washington Nonprofit Corporation Act and the Act, the Act controls.

These Bylaws provide for operation of the plat community known as Vista Field (the “Common Interest Community”), which is established by the Declaration of Covenants, Conditions and Restrictions for Vista Field (the “Vista Field Declaration”), as recorded in the public records of Benton County, Washington, and created under the Act. They apply to the entire Common Interest Community, each Parcel therein, and all Common Elements.

The Articles of Incorporation forming the Association and these Bylaws are not required to be recorded.

Unless otherwise defined in these Bylaws, all capitalized terms are as defined in the Vista Field Declaration.

I. Membership

1.1 Members. As provided in Section 2.2 of the Vista Field Declaration, membership is comprised of each of the Owners of a Parcel within the Common Interest Community. An individual, domestic or foreign profit or nonprofit corporation, a general or limited partnership, an association or other entity may be a member of the Association.

1.2 One Class of Membership. There is one class of membership, comprised of each of the Owners of the Parcels within the Common Interest Community.

1.3 Transfer of Membership with Parcel. Upon the sale, transfer or other disposition of the ownership interest in a Parcel, the owner’s membership in the Association shall automatically be transferred to the new Parcel owner. The Founder may assign its rights created under these Bylaws in whole or in part at any time as provided in the Vista Field Declaration and in accordance with the Act.

II. Voting, Notices and Membership Meetings

2.1 Voting by Multiple Owners. If only one of the multiple Owners of a Parcel is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that Parcel. If more than one of the multiple Owners are present, the votes allocated to that Parcel may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is

majority agreement if any one of the multiple Owners casts the votes allocated to that Parcel without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Parcel.

2.2 Voting Representative. Corporations, partnerships, limited liability companies, and other entities and organizations shall notify the Association in writing of the natural person who shall exercise its vote. An Owner may, by written notice to the Board, designate a voting representative for its Parcel. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in the Parcel, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Parcel. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact of the Owner under a durable power of attorney, or the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of the Parcel shall be the group composed of all of its Owners. If a Unit is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community.

2.3 Allocated Interests. Section 2.2 of the Vista Field Declaration assigns each Parcel an Allocated Interest. Each Owner shall have a vote in the Association, with votes to be equal to its Allocated Interest(s) in all owned Parcel(s).

2.4 Voting Procedures. It is the intent of these Bylaws to permit electronic voting and other secure, convenient forms of voting to the greatest extent permitted by law. This section incorporates the provisions of the Act and shall be considered automatically updated to conform to the provisions of the Act as the Act may be amended from time to time.

- (a) **Types of Acceptable Voting.** A member may vote in person, by absentee ballot, by proxy in the form of a record executed by the member or a duly authorized attorney-in-fact, or by any other method permitted by the Act as designated by the Board from time to time. The use of proxies shall be subject to the terms and requirements of the Act.
- (b) **Identification of Candidates and Proposals.** Whenever proposals or directors or officers are to be elected by members, the vote may be taken by mail or by electronic transmission or by any other method permitted by the Act as designated by the Board from time to time if the name of each candidate and the text of each proposal to be voted upon are set forth in a record accompanying or contained in the notice of meeting.
- (c) **Requirements for Electronic Voting.** If the election is conducted by electronic transmission, the Association shall provide such notices and follow such procedures and processes as are required by the Act.

2.5 Annual Meeting. The Association shall hold an annual meeting of its membership within Vista Field or at another appropriate and convenient place in the state of Washington. The Board of Directors shall determine the place and time of the annual meeting. At the annual meeting, the Owners shall elect members to the Board or fill vacancies (as appropriate, per the term limits of the Board as set forth below), and transact other business of the Association.

2.6 Budget Meeting. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget all of the members and set a date for a meeting of the members to consider ratification of the budget, which date shall be not less

than 14 nor more than 50 days after mailing the summary. Unless at the meeting members holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice for the meeting is not given, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

2.7 Special Meetings. Unless specifically provided otherwise in these Bylaws or in the Vista Field Declaration, meetings of the membership other than the annual meeting shall be held when directed by the President or the Board of Directors or when requested in writing by members holding ten percent (10%) of the votes having the right to vote at such meeting.

2.8 Notice. Notice of all members' meetings, regular or special, shall be provided in accordance with the Act.

2.9 Waiver. To the extent permitted by the Act and the Washington Nonprofit Corporation Act, any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.10 Percentage Required for Quorum. A quorum shall be 20% of the Allocated Interests.

2.11 Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with on motion or as otherwise required by the Act:

- (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 inspectors of election
- (g) Election of directors (annual meeting or special meeting called for such purpose)
- (h) Unfinished business
- (i) New business
- (j) Adjournment

2.12 Majority Vote. Except as otherwise provided by the Washington Nonprofit Corporation Act, the Vista Field Declaration, the Act, or by these Bylaws, passage of any matter submitted to vote at a meeting of the Owners where a quorum is present, shall require the affirmative vote of at least 51% of the votes present.

2.13 Meetings by Conference. Meetings may be conducted by telephone, video, or other conferencing process, so long as the meeting notice, procedures and process are consistent with the Act.

2.14 Adjournment of Meetings. To the extent permitted by the Act and the Washington Nonprofit Corporation Act, if any meeting of Owners cannot be organized because a quorum has

not attended, the Owners present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

2.15 Rules. Except where in conflict with the Vista Field Declaration, these Bylaws or the Act, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings. To the extent required by the Act, Owners shall be given a reasonable opportunity at any meeting to comment on any matter affecting the Condominium or the Association.

III. Board of Directors

3.1 Decision Making and Powers. Except for those matters described in the Vista Field Declaration requiring a vote or consent of the Owners or consent of the Founder, the Board of Directors makes all decisions necessary for the management and operation of the property under the Vista Field Declaration including causing the Association to take all actions required by the Act. The Board of Directors have all powers necessary to act on behalf of and to assume all powers of the Association as set forth in the Act, the Vista Field Declaration and these Bylaws and may do all such acts and things as are not prohibited by the Act or by the Vista Field Declaration required to be done in another manner. The Board of Directors may delegate any specific powers to any officer or managing agent or impose such limitations or restrictions upon the powers of any officer or managing agent as the Board of Directors may deem necessary.

3.2 Standard of Care. Directors of the Board of Directors shall perform their duties in accordance with the standard of care set forth in the Act as it may be amended from time to time.

3.3 Transition. The Transition Date occurs upon the first to occur of the following: (a) expiration of the period of declarant control as provided under Section 64.90.415 of the Act, (b) the end of the Development Period as defined in the Vista Field Declaration, or (c) Founder's voluntary surrender of Declarant Rights.

3.4 Election or appointment of Directors. The Board of Directors shall be appointed or elected as follows:

- (a) **Initial Board.** The Founder shall appoint three Directors. Directors appointed by the Founder shall serve at the Founder's pleasure and may be removed by the Founder and a substitute appointed by the Founder.
- (b) **Addition of Owner-Elected Directors.** The Act provides for Owners other than the Founder or a Founder affiliate to elect a portion of the Board upon certain events as provided in the Act. As set forth in the set forth in Section 64.90.415 of the Act:
 - (i) not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Parcels to Owners other than a Founder or Founder Affiliate, twenty-five percent (25%) of the Board must be elected by Owners other than the Founder or Founder Affiliate; and
 - (ii) not later than sixty days after conveyance of fifty percent (50%) of units that may be created within the Common Interest Community to Owners other than Founder or Founder Affiliate, not less than thirty three and one third percent (33.33%) of the Board must be elected by Owners other than Founder or Founder Affiliate.

The existing Board may increase the number of Directors on the Board to accommodate the additional Directors. Until such directors are elected and take office, the existing directors may continue to act on behalf of the Association.

(c) **After Transition.** Within thirty days of the Transition Date, the Board shall schedule a transition meeting and provide notice to the Owners pursuant to the Act. Upon the transition, the Board of Directors shall be comprised of nine (9) directors as follows:

- (i) one third of the directors being elected by the Owners of the Residential Parcels (the “Residential Directors”),
- (ii) one third of the directors being elected by the Owners of the Commercial Parcels (the “Commercial Directors”) and
- (iii) one-third being elected at large.

After Transition, the Board may from time to time, without Amendment of these Bylaws, modify the number of Directors from six (6) up to a maximum of fifteen (15), so long as the three categories of Directors is preserved.

3.5 Qualifications. Prior to the Transition Date, the Directors need not be members, it being recognized that individuals who operate businesses in Vista Field or who have other interests in the successful operation of Vista Field may offer talents and service to the community even though such an individual may not be named as the holder of title to a Parcel. Directors are not required to be residents of the state. After the Transition Date, at least a majority of the Directors must be members. Any of the following may be elected to the Board as a member if the entity is a member: any shareholder, officer, director, or employee of a corporation, any partner or employee of a partnership, any member or manager of a limited liability company, and any trustee or beneficiary of a trust.

3.6 Term. Directors shall hold office for a term of two years. To permit staggered terms, the Board of Directors may establish a procedure for one or more elections in which a director may be elected to a one-year term. Directors may be elected for successive terms.

3.7 No Cumulative Voting. For the election of any directors other than those appointed by the Founder, an Owner may cast votes (or partial votes) for as many candidates as there are Directors to be elected. An Owner is not required to use all of that Owner’s votes; however, no cumulative voting shall be permitted. *For example, if there are three seats to be filled, the Owner may cast its vote each for one, two or three candidates, but shall not cast more than one vote for any particular candidate.*

3.8 Plurality Votes. The candidates receiving the highest number of votes shall be declared elected. If there are a large number of candidates, the Board of Directors may in advance of the voting determine that a majority or other certain minimum percentage of the votes be required for election and provide for run-off elections if such percentage is not achieved. Otherwise, Directors may be elected by a plurality; a majority is not required.

3.9 Removal.

- (a) **By Owners.** Any director may be removed from office, with or without cause, by at least a majority vote of the Owners entitled to elect such director, at any duly called meeting of Owners entitled to elect such director; provided no director appointed by the Founder may be removed by Owners prior to the Transition Date. A special Association meeting of the Owners entitled to elect such director to remove such director or directors from office may be called by Owners entitled to elect such director or directors representing 10% of the Allocated Interests of the Owner entitled to elect such director by giving notice of the meeting unless a higher percentage is required by

the Act. The notice shall state the purpose of the meeting and be given to all Owners entitled to elect such director or directors in writing at least one week prior to the Association meeting.

- (b) **By Board.** The Board may, without a vote of Owners, remove from the board any director or officer elected by the Owners if (a) the director or officer is delinquent in the payment of assessments more than sixty (60) days and (b) the director or officer has not cured the delinquency within thirty (30) days after receipt of notice of the Board's intent to remove the director or officer.

3.10 Vacancy. Any vacancy occurring in the Board of Directors other than at the time of election may be filled as follows:

- (a) **Directors Appointed by Founder.** The Founder may replace at any time any directors appointed by the Founder regardless of the reason for the vacancy.
- (b) **Commercial Directors.** Any vacancy occurring in the Commercial Directors may be filled by a majority vote of the remaining Commercial Directors even if there are not sufficient remaining Commercial Directors to constitute a quorum, except that a vacancy resulting from removal of a Commercial Director by the Owners shall be filled by a vote of the Owners of the Commercial Parcels;
- (c) **Residential Directors.** Any vacancy occurring in the Residential Directors may be filled by a majority vote of the remaining Residential Directors even if there are not sufficient remaining Residential Directors to constitute a quorum, except that a vacancy resulting from removal of a Residential Director by the Owners shall be filled by a vote of the Owners of the Residential Parcels.
- (d) **At-Large Directors.** Any vacancy occurring among the Directors selected at-large shall be may be filled by a majority vote of all remaining Directors even if there are not sufficient remaining Directors to constitute a quorum, except that a vacancy resulting from removal of an At-Large Director by the Owners shall be filled by a vote of the Owners.

A director filling a vacancy shall serve the unexpired term.

3.11 Compensation. Directors elected by the Owners shall receive no compensation for their services. Directors appointed by the Founder may be compensated by the Founder but not by the Association. Directors may be reimbursed by the Association for expenses relating to the fulfillment of their duties.

3.12 Indemnification. The Association shall indemnify any director, or former director in the manner and to the maximum extent permitted under the Act and the Washington Nonprofit Corporation Act.

IV. Officers

4.1 President. The President, who shall be elected by the Board of Directors, shall preside over the meetings of the Board of Directors and of the Association and shall be the chief executive officer of the Association. In the recess of the Board of Directors, the President shall have general control and management of the business and affairs of the Association.

4.2 Additional Officers. Subject to the provisions of the Vista Field Declaration and Articles, at each annual meeting of the Board of Directors, the Board of Directors shall elect the following officers of the Association:

- (a) **One or more Vice Presidents**, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform other such duties as prescribed by the Board of Directors;
- (b) **A Secretary**, who shall keep the minutes of all meetings of the Board of Directors and of the membership and who shall perform all the duties generally incident to the office of Secretary;
- (c) **A Treasurer**, who shall cause to be kept the financial records and books of account of the Association, and shall be responsible for Association funds and securities (if any); and
- (d) **Such additional officers** as the Board of Directors shall see fit to elect.

An individual may hold more than one position as permitted by applicable law.

4.3 Powers. The officers shall have the general powers usually vested in such officers of a nonprofit corporation and all powers designated under the Act and by these Bylaws, provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may deem necessary.

4.4 Qualifications. The Officers need not be Owners or directors of the Association.

4.5 Term. Each officer shall hold office for the term of one year and until a successor shall have been elected and qualified.

4.6 Vacancy. The Board of Directors may fill any vacancies in any office. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors.

4.7 Compensation. Officers shall receive such compensation as determined by the directors. Officers may be reimbursed by the Association for expenses relating to the fulfillment of their duties.

4.8 Indemnification. The Association shall indemnify any officer, or former officer in the manner and to the maximum extent permitted under the Act and the Washington Nonprofit Corporation Act.

V. Board Meetings

5.1 Meetings. The Board must meet at least four (4) times per year. At least one of those meetings must be held within the Common Interest Community or at a place convenient to the Common Interest Community. After the Transition Date, the Board must meet at least four (4) times per year times per year within the Common Interest Community or at a place convenient to the Common Interest Community.

5.2 Notice. Meetings of the Board of Directors shall be held upon call by the President or a majority of the Board of Directors on not less than fourteen (14) days' notice to each Director and each Owner, unless the Board of Directors determines an emergency to exist, in which event the Board of Directors shall give such notice as is reasonable under the circumstances. Except under

emergency conditions, all meetings shall be held in Benton County. Notice should specify the business to be transacted, and the purpose of, any regular or special meeting of the Board but failure to do so shall not invalidate the notice. If any materials are distributed to the Board before a meeting, the Board must make copies of those materials reasonably available to the Owners, except the Board need not make available copies of unapproved minutes or materials to be considered in executive session (as provided in Section 5.7 below).

5.3 Waiver. To the extent permitted by the Act and the Washington Nonprofit Corporation Act, any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board of Directors without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board of Directors action to which the waiver or consent relates. To the extent permitted by the Act and the Washington Nonprofit Corporation Act, attendance of a director or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a director or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.4 Percentage Required for Quorum. A quorum shall be a majority of the directors.

5.5 Majority Vote. Each director shall have one (1) vote. Except as otherwise provided by the Washington Nonprofit Corporation Act, the Vista Field Declaration, the Act, or by these Bylaws, passage of any matter submitted to vote of the Board of Directors at a meeting where a quorum is present, shall require the affirmative vote of at least 51% of the votes present.

5.6 Owners. The Board of Directors may provide for posting of Board meetings on a website or similar means easily accessible by all Owners.

5.7 Open Meetings; Executive Sessions. Meetings of the Board (which shall include any committee authorized to act for the Board) must be open to the Owners except during executive sessions as provided in the Act, but the Board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting. At the meeting, the Board must provide a reasonable opportunity for Owners to comment on matters affecting the Common Interest Community or the Association. The Board may hold executive sessions only as provided in the Act. A final vote or action may not be taken during an executive session. An executive session may be held only as permitted under the Act.

5.8 Meeting by Conference. The Board may meet by participation of all board members by telephonic, video, or other conferencing process so long as the meeting notice, procedures and process are consistent with the Act.

5.9 Action by Directors Without a Meeting. Instead of a meeting, the Board may act by unanimous consent as documented in a record by all of the directors, provide, after the Transition Date, the Board may act by unanimous consent only to undertake ministerial actions, actions subject to ratification by the Owners, or to implement actions previously taken at a meeting of the Board.

VI. Committees

6.1 Appointment. Prior to the Transition Date, the Founder may appoint the Town Architect, committees, or other representatives pursuant to its Special Declarant Rights as set forth in Sections 1.5.3 and Part VII of the Vista Field Declaration to review all construction and modification during the Development Period. After the Transition Date, the Board may by

resolution designate and appoint one or more committees each of which shall consist of two or more directors who have exclusive voting power for that committee, including an Architectural Review Committee as set forth in Section 7.3.1(c) of the Vista Field Declaration.

6.2 Powers. The Founder's representative(s) and/or committee, and any committee appointed after the expiration of the Transition Date may make recommendations to the Board or, to the extent provided in the Vista Field Declaration or provided in the resolution creating such committee, shall have and exercise the authority of the Board in the management of any designated aspects of the corporation (by resolution). The power of any committee shall be limited as provided by the Act and shall not operate to relieve the Board or any individual Director of any responsibility imposed by law.

VII. Records

7.1 Accounting and Auditing. The Board of Directors shall cause the Association to prepare a financial statement of the Association each year in accordance with accrual based accounting practices and applicable law. Once the annual assessments of the Association exceed \$50,000, the financial statements of the Association must be audited at least annually by a Certified Public Accountant. If the annual assessments are less than \$50,000, the annual audit requirement may be waived by the Owners holding a majority of the votes (other than the Founder). After the first sale of a Parcel by the Founder, these accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. After the first sale of a Parcel by the Founder, within ninety (90) days after the end of each year covered by an annual budget, the Board of Directors shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board of Directors may deem desirable. Upon reasonable notice to the Board of Directors and payment of any fee established by the Board of Director from time to time, any Owner shall be furnished a statement of the account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.2 Meetings. The Board of Directors shall keep a record of all meetings, both of the Board of Directors and of the Association. For each action taken, the record shall state the vote and a description of the action approved or disapproved, and may, where desired by the Board, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Owner.

7.3 Other Records. The Association shall retain all other records specified in the Act. All such records required to be retained by an Association by the Act or otherwise under the law must be made available for examination and copying by any Owner, holders of mortgages on the Parcels, and their respective authorized agents, unless agreed otherwise, during reasonable business hours or at a mutually convenient time and location, and at the offices of the Association or its managing agent.

7.4 Confidential Records. Notwithstanding the foregoing, records retained by the Association may be withheld from inspection and copying to the extent that they concern the following or as otherwise permitted by the Act or applicable law:

- (a) Personnel and medical records relating to specific individuals;
- (b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;

(c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;

(d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the governing documents;

(e) Legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with the managing agent or other agent of the association;

(f) Information the disclosure of which would violate a court order or law;

(g) Records of an executive session of the Board;

(h) Individual Unit files other than those of the requesting Owner;

(i) Unlisted telephone number or electronic address of any Owner or resident;

(j) Security access information provided to the Association for emergency purposes; or

(k) Agreements that for good cause prohibit disclosure to the members.

VIII. Handling of Funds

8.1 Accounts. The Association shall establish the funds or accounts required by the Act. Overall superintendence of these funds shall be the responsibility of the Treasurer. The funds of the Association shall not be commingled with that of the Commercial Association or any other association or with the funds of any managing agent of the Association or any other person, or be kept in any trust account or custodial account in the name of any trustee or custodian.

8.2 Loans. No loans shall be made by the Association to its directors or officers. The directors of the Association who vote for or assent to the making of a loan to a director or officer shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

IX. Dispute Resolution

To the extent permitted by the Act, in the event a deadlock on a matter requiring Board action or any dispute between Board members that cannot be resolved, upon the exhaustion of good faith efforts by the parties to resolve the dispute over a period of at least fifteen (15) days, either party to the dispute ("Party") may request the appointment of third party advisor (the "Advisor") to propose a resolution to the Parties of the matter in dispute as provided below. The Parties shall mutually select and appoint the Advisor. If they are unable to agree upon the selection of the Advisor, then the selection shall be made by the Presiding Judge of the Superior Court of Benton County upon the petition of any Party. The Advisor shall be a property manager with at least ten years' experience in condominium property management or a lawyer with at least ten years' experience in condominium law, who has no bias or partiality toward any Owner or Board member and is not an affiliate, employee, director, officer, official, partner, trustee, employee, or attorney of an Owner. To facilitate a resolution of the dispute, the Advisor initially shall present a non-binding advisory recommendation to the Parties to the dispute at a meeting called by the Board. At the meeting, the Parties shall review the recommendation from the Advisor, information submitted by the Parties and such additional information that the Advisor considers relevant to the issue. Following presentation of the Advisor's recommendation, the Parties shall determine whether they can resolve the dispute by agreement. To the extent permitted by the Act,

if the Parties cannot resolve the dispute by agreement, then upon the request of either Party, the Parties shall submit the dispute to binding arbitration by an arbitrator selected by agreement of the Parties; provided that if the Parties cannot agree on an arbitrator, the arbitrator shall be Judicial and Arbitration Mediation Service (JAMS). The arbitration shall be conducted in accordance with such lawful and reasonable practices and procedures as the arbitrator may approve, and the decision of the arbitrator following such arbitration shall be in writing delivered to all Parties and the Board, and shall be binding upon the Parties and not subject to appeal.

X. Amendment

The Bylaws may be altered, amended, modified or repealed by (a) two-thirds of the Directors, or (b) assent in writing of members representing a majority of the voting interests, provided, however, that rights reserved to the Founder cannot be modified without the Founder's consent.

XI. Interpretation

Operation of the Association shall at all times comply with the Act and the Washington Nonprofit Corporation Act, and any provision in conflict the Bylaws shall be deemed rewritten to comply. In the event of a conflict among the Act, Washington Nonprofit Corporation Act Bylaws, Articles, or Vista Field Declaration, the Act shall control, followed by the Washington Nonprofit Corporation Act, the Vista Field Declaration, the Articles, and then these Bylaws.

These Bylaws were adopted by the Board of Directors on November 2,
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