

**BYLAWS OF
VENTURE COMMERCE CENTER - SNOQUALMIE CONDOMINIUM ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

1.1 Name and Location. The name of the corporation is VENTURE COMMERCE CENTER - SNOQUALMIE CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at the Project or at such other place as may be designated by the Board.

**ARTICLE II
DEFINITIONS**

2.1 Incorporation. The definitions contained in the Declaration are incorporated by reference herein. All capitalized terms used but not defined in these Bylaws shall have the meanings given to them in the Declaration.

2.2 Enabling Declaration. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions Establishing a Plan for Condominium Ownership for the Venture Commerce Center-Snoqualmie Condominium applicable to the Property recorded in King County, Washington, and subsequent amendments thereto.

**ARTICLE III
MEETING OF MEMBERS AND VOTING**

3.1 Initial Period of Declarant Control. Pursuant to Section 9.4 of the Declaration, Declarant shall maintain control of the Association during the initial period permitted by RCW 64.34.308(4). From the time of the Association's incorporation until the earlier to occur of (a) the date on which 25% of the Units have been conveyed, or (b) the Transition Date, Declarant shall have the sole and exclusive right and power to appoint and remove all members of the Board. Within sixty (60) days after the date on which 25% of the Units have been conveyed, the Board shall hold a special meeting of the Members for the purpose of electing at least one (1) member (and not less than 25%) of the Board. Declarant shall not be entitled to vote at such meeting. The Board member or members elected by the Members at such meeting shall replace one or more of the Board members previously appointed by Declarant. If, as of the date on which 50% of the Units have been conveyed, fewer than 33 1/3% of the members of the Board have been elected by the Members, then within sixty (60) days after such date, the Board shall hold a special meeting of the Members for the purpose of electing one (1) or more members of the Board to replace one (1) or more of the Board members previously appointed by Declarant, such that after such election at least 33 1/3% of the Board has been elected by the Members. Declarant shall not be entitled to vote at such meeting. Within thirty (30) days after the Transition Date, the Board shall hold a special meeting of the Members for the purpose of electing one (1) or more members of the Board as may be necessary to replace any remaining Board members previously appointed by Declarant. If Declarant is still a Member of the Association at the time such meeting is held, Declarant shall be entitled to vote at such meeting. Board members and officers appointed by Declarant shall, in the performance of their duties, exercise the care required of fiduciaries of the Unit Owners. Board members elected by the Members of the Association shall, in the performance of their duties, exercise ordinary and reasonable care.

3.2 Annual Meeting. The first annual meeting of the Members shall be held within ninety (90) days after the Board adopts a proposed budget for the Association. The Board shall provide notice of such meeting to the Members within thirty (30) days after the Board has adopted the proposed budget. Such notice

shall provide a summary of the proposed budget and shall specify the location, date and time of the first annual meeting, which shall occur not fewer than fourteen (14) days nor more than sixty (60) days after delivery of the notice. At such meeting the Members shall vote to ratify or reject the proposed budget. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at such time as the Board directs. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

3.3 Special Meetings. Special meetings of the Members shall be promptly scheduled at any time by the Board in response to the vote of a majority of the Board of Directors, or in response to a request by the President, or upon written request of the Members representing five percent (5%) of the total voting power of the Association.

3.4 Notice and Place of Meetings. Written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary or the Project's manager, by personal delivery, or mailing a copy of such notice, first-class mail, postage prepaid, at least ten (10), but not more than sixty (60) days, before such meeting to all Members, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice and to each First Mortgagee requesting notice. Such notice shall specify the place, day and hour of the meeting, and the items on the agenda to be voted on by the Members, including (but not limited to) the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a Director or Officer of the Association. Meetings shall be held within the Project or at a meeting place within the same county, as close to the Project as possible.

3.5 Quorum. One (1) or more Members may participate in a meeting of the Members by conference telephone or similar communications equipment such that all persons participating in the meeting can hear each other at the same time, and participation by such method shall constitute presence in person at such meeting. The presence, either in person or by proxy, at any meeting of Members entitled to cast fifty-one percent (51%) of the total voting power of the Association (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting) shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat may, unless otherwise provided by law, adjourn the meeting to a date not less than fifteen (15) days and not more than thirty (30) days from the meeting date, at which meeting the quorum requirements shall be one-third (1/3) of the total voting power of the Association (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting). The Secretary shall provide notice of the location, date and time of the re-scheduled meeting to all Members in the manner prescribed for special meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that twenty-five percent (25%) of the total voting power of the Association remains present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute a quorum.

3.6 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable upon written notice and shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the Board of the death or judicially declared incompetence of a Member prior to the counting of the vote, or upon the expiration of eleven (11) months from the date of the proxy. Any form of proxy distributed by any Person to the membership of the

Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. The proxy shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy also shall identify the Person or Persons authorized to exercise the proxy and the length of time it will be valid. In addition, voting by proxy shall comply with any other applicable requirements of RCW 64.34.340, as the same may be amended from time to time.

3.7 Membership and Voting. The Association shall have one (1) class of voting membership. All Owners shall be Members of the Association. Each Owner shall be entitled to cast a number of votes that is equal to the sum of the Allocated Interests assigned to all Units in the Project owned by such Owner. When more than one (1) Person holds an interest in any Unit, all such Persons shall be Members. The votes for such Unit shall be exercised as they among themselves determine, but in no event may an Owner cast more votes with respect to any Unit than that Owner is entitled to cast. Any action by the Association which must have the approval of the Members before being undertaken shall require the vote or written assent of a majority of the membership. Voting rights attributable to Units shall not vest until assessments against the Units have been levied by the Association. The provisions of this Section 3.7 shall be subject to the Special Declarant Rights reserved by Section 9.4 of the Declaration, including (but not limited to) the initial period of Declarant control of the Association described in Section 3.1 of these Articles.

3.8 Eligibility to Vote: Voting rights attributable to Units shall not vest until Assessments against those Units have been levied by the Association. Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the payment of all Assessments levied against the Member's Unit and not subject to any suspension of voting privileges as a result of any disciplinary proceeding conducted in accordance with the Declaration. A Member's good standing shall be determined as of the record date established in accordance with section 3.9. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of Assessments, although a delinquent Member shall be entitled to request such a hearing. A Member shall maintain good standing if said standing has not been suspended by the provisions of these Bylaws and the Member has maintained a current filing with the Association of the following: (i) the signature or signatures of the Owner(s) authorized to vote on behalf of the Member's Unit; and (ii) address where all notices shall be sent; or, alternatively (iii) a proxy that names the Owner's representative and lists said representative's address.

3.9 Record Dates:

A. Record Dates Established by the Board: For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date," and only Members of record on the date so fixed are entitled to receive notice, to vote, or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles, by agreement, or by law. The record dates established by the Board pursuant to this section shall be as follows:

(1) Record Date for Notice of Meetings: In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than seventy (70) nor less than ten (10) days before the date of the meeting;

(2) Record Date for Voting: In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting;

(3) **Record Date for Action by Written Ballot Without Meeting:** In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(4) **Record Date for Other Lawful Action:** In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.

B. Failure of Board to Fix a Record Date: If the Board, for any reason, fails to establish a record date, the following rules shall apply:

(1) **Record Date for Notice of Meetings:** The record date for determining those Members entitled to receive notice of a meeting of Members shall be the business day preceding the day on which notice is given, or, if notice is waived, the business day preceding the day on which the meeting is held.

(2) **Record Date for Voting:** The record date for determining those Members entitled to vote at a meeting of Members shall be the day of the meeting, or in the case of an adjourned meeting, the day of the adjourned meeting.

(3) **Record Date for Action by Written Ballot Without Meeting:** The record date for determining those Members entitled to vote by written ballot on proposed Association actions without a meeting, when no prior action by the Board has been taken, shall be the day on which the first written ballot is mailed or solicited. When prior action of the Board has been taken, it shall be the day on which the Board adopts the resolution relating to that action.

(4) **Record Date for Other Lawful Action:** The record date for determining those Members entitled to exercise any rights in respect to any other lawful action shall be Members at the close of business on the day on which the Board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

(5) **"Record Date" Means as of Close of Business:** For purposes of this subparagraph B, a Person holding a membership as of the close of business on the record date shall be deemed the Member of record.

3.10 Action Without Meeting. Any action that may be taken at any annual or special meeting of Members (except the election of directors) may, in accordance with RCW 24.03.465, be taken without a meeting if a written consent setting forth the action so taken shall be executed by all of the Members entitled to vote with respect to the subject matter thereof. Any such written consent shall have the same force and effect as a unanimous vote. Any such written consent may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book of the Association as if it were the minutes of a meeting of the Members. Any form of written ballot distributed by any Person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

3.11 Conduct of Meetings: Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Notwithstanding any other provision of law, notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise

provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with RCW 23.03.135 and to Association financial records in accordance with RCW 64.34.372. Any Member shall be permitted to speak at a meeting of the Association Members; however, the Board of Directors may establish a reasonable time limit for Members to speak before a meeting of the Association Members.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 General. The activities and affairs of this Association shall be administered and overseen by, and the powers of the Association exercised under the direction of, a Board of Directors (the "Board"). Except as prohibited by law or by Section 5.2(L) of the Declaration, the Board may delegate the management activities to any professional manager, management company or a managing agent, provided, however, that the activities and affairs of the Association shall be directed, overseen and managed, and the corporate powers exercised, under the ultimate direction of the Board.

4.2 Number. The affairs of this Association shall be managed by a Board of three (3) directors, each of whom must be a Member of the Association, or an officer, director, employee or agent of a Member, including Declarant. The initial directors shall be appointed by the Declarant and may remain in office or be replaced by Declarant (in Declarant's sole discretion) until such time as their successors are elected by the Members, as provided in Section 3.1 above. The number of directors may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

4.3 Term of Office. At each annual meeting of the Association the Members shall elect three (3) directors, each for a term of one (1) year. Unless vacated sooner, each director shall hold office until such director's term expires and a successor is elected.

4.4 Removal; Vacancies. The Members of the Association may, by a 2/3 vote of the voting power of the membership present at any meeting of the Members at which a quorum is present, remove any director from office, with or without cause; provided, however, that during the initial period of Declarant Control of the Association, the Members may not remove any director appointed by Declarant, nor may Declarant participate in any vote to remove a director originally elected by the Members. Unless the entire Board is removed from office by the vote of Association Members, an individual director shall not be removed prior to the expiration of his term of office if the votes cast against his removal would be sufficient to elect him if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of directors were then being elected. Any director may resign at any time by delivering written notice to the president or secretary, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event of the death or resignation of a director, the vacancy shall be filled by appointment of the Board at a duly held meeting of the Board. A successor director shall serve for the unexpired term of such director's predecessor. The Members may elect a director at any time to fill any vacancy not filled by the Board. A vacancy created by removal of a director by vote of the Members can be filled only by election of a successor director by the Members.

4.5 Compensation. No director shall receive compensation for any service rendered to the Association. However, directors may be reimbursed for their actual expenses, if reasonable, that are incurred in the performance of their duties.

4.6 Indemnification of Corporate Employees and Agents. In addition to the Association's indemnification of its directors and officers pursuant to Section 9.1 of the Articles, the Association shall indemnify any present or former employee or other agent of the Association to the fullest extent authorized under RCW 24.03.043, RCW 23B.08.570 (or any successor statutes), and under Section 9.7 of the Articles, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was entitled to indemnification under this provision.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Notice of the meeting at which such election shall take place shall include the names of all those who are nominees at the time the notice is sent to the Members. Nominations may also be made from the floor at the meeting. The Nominating Committee shall consist of a Chairman, who shall be a director, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

5.2 Election. At each election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. All Members shall be entitled to cumulate their votes for one (1) or more candidates for the Board. Voting for directors shall be by secret written ballot.

ARTICLE VI MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held no less than once per calendar quarter, at such place within the Project, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists within the Project, the Board shall select a room as close as possible to the Project. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday. Notice of the time and place of meeting shall be posted at a prominent place within the Common Area or may be given by mail or delivery to each Unit in the development or by newsletter or similar means of communication, and shall be communicated to directors and Members not less than four (4) days prior to the meeting. Notice of any meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. If the Common Area consists only of an easement or is otherwise unsuitable for posting of such notice, the Board shall communicate the notice of the time and place of such meeting by any means it deems appropriate.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first-class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, facsimile or electronic mail. Such notice shall be posted or communicated in a manner prescribed for notice of regular meetings and shall be sent to all directors not less than four (4) days prior to the scheduled time of the meeting. All Members shall

be given notice of the time and place of a special meeting, except for an emergency meeting, at least four days prior to the meeting. Notice may be given by posting the notice in a prominent place or places within the Common Area, by mail, or delivery of the notice to each Unit in the Project, or by newsletter or similar means of communication. Notices sent by first-class mail shall be deposited into a United States mailbox at least six (6) days before the time set for the meeting.

6.3 Emergency Meetings. An emergency meeting of the Board of Directors may be called by the President, or by any two directors other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide the notices required by section 6.1 and 6.2. Notice of an emergency meeting may be given with as little advance notice as four (4) hours, if circumstances reasonably require it.

6.4 Quorum. A majority of the directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of one (1) or more directors, if any action taken is approved by a majority of the required quorum for that meeting.

6.5 Open Meetings. Except as provided in section 6.6 and 6.7, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. If the Board chooses to permit Member participation in some or all meetings of the Board, the Board shall establish a reasonable time limit for all Members of the Association to speak to the Board of Directors at any meeting of the Board of Directors, and permit any Member of the Association to speak at such meeting or meetings within such time limit.

6.6 Executive Session. The Board may, with approval of a majority of the directors present at a meeting in which a quorum for the transaction of business has been established, or, if all members of the Board are present, by a majority vote of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon litigation, matters relating to the formation of contracts with third parties, Member discipline, or personnel matters. The nature of any and all business to be considered in executive session shall first be announced in open session. Any matter discussed in executive session shall be generally noted in the minutes of the Board. The Board shall meet in executive session if requested by a Member who may be subject to a fine, penalty, or other form of discipline, and the Member affected shall be entitled to attend the executive session.

6.7 Telephone Meetings. Any Board meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting. Arrangements shall be made to enable any Member who desires to listen to the telephone meeting of the Board to be able to do so. An explanation of the action taken shall be posted at a prominent place within the Common Area within three (3) days after the meeting. If the Common Area consists only of an easement or is otherwise unsuitable for posting the explanation of the action taken, the Board shall communicate said explanation by any means it deems appropriate.

6.8 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The

waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

6.9 Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment, and shall be posted at a prominent place within the Common Area. If the Common Area consists only of an easement or is otherwise unsuitable for posting of such notice, the Board shall communicate the notice of the time and place of such meeting by any means it deems appropriate.

6.10 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all Board members have been obtained. If the Common Area consists only of an easement or is otherwise unsuitable for posting the explanation of the action taken, the Board shall communicate said explanation by any means it deems appropriate.

6.11 Definition of Meeting. For purposes of this Article 6, the term "Meeting" includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item of business scheduled to be heard by the Board, except those matters that may be discussed in executive session.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Duties. In addition to the duties described in the Declaration, the Articles, and elsewhere in these Bylaws, the Board shall undertake and fulfill the following duties:

A. Adopt Policies: The Board shall adopt policies of the Association which shall consist of such resolutions adopted by the Board of Directors that fulfill the purposes of the Association. Said policies will serve the membership and management as the statement of the specific objectives and purposes for which the Association exists.

B. Oversight and Review of Administration of Association Affairs. The Board shall review and direct the officers and any professional manager of the Association to assure that the policies of the Association are being accomplished in a reasonable and prudent manner and that the requirements for operation of the Project as set forth in the Project Documents and the laws applicable to the Project are fulfilled to the extent reasonable and appropriate.

C. Supervision: The Board shall supervise all officers, agents and employees of the Association to see that their duties are properly performed.

7.2 Powers. In addition to the powers described in the Declaration, the Articles, and elsewhere in these Bylaws, the Board shall have the power to:

A. Manager: Employ a professional manager or managing agent as provided in section 5.2C of the Declaration.

B. Adoption of Rules: Adopt Rules in accordance with section 5.2D of the Declaration.

C. Assessments, Liens and Fines: Levy and collect Assessments and impose fines as provided in section 5.2F of the Declaration.

D. Enforcement (Notice and Hearing): Enforce these Bylaws and/or the Declaration, provided that at least fifteen (15) days' prior notice of any charges (other than Assessments) or potential discipline or fine and the reasons therefor are given to the Member affected, and that an opportunity is provided for the Member to be heard, orally or in writing, not less than five (5) days before the imposition of the discipline or fine, said hearing to be before the Board. Any notice required herein shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be given by first-class or registered mail sent to the last address of the Member as shown on the Association's records.

E. Delegation: Delegate its authority and powers to officers or employees of the Association or to a professional manager employed by the Association. The Board may not delegate the authority: (i) to make expenditures for capital additions or improvements chargeable against the reserve funds; (ii) to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or Rules and regulations promulgated by the Board; (iii) to make a decision to levy monetary fines, impose special Assessments against individual Units, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such hearing; (iv) to make a decision to levy annual or special Assessments; or (v) to make a decision to institute judicial or non-judicial foreclosure proceedings for default in payment of Assessments. Any delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by any professional manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

F. Appointment of Trustee: Appoint a trustee to enforce assessment liens non-judicially by power of sale as provided in the Declaration and in RCW 64.34.364(9).

G. Other Powers: In addition to any other power contained herein, and except to the extent inconsistent with the Declaration, the Articles or these Bylaws, the Association may exercise any or all of the powers granted to a Washington condominium unit owner's association by RCW 64.34.304, or to a Washington nonprofit corporation as enumerated in RCW 24.03.035.

7.3 Prohibited Acts. The Board shall not take any of the following actions, except with the vote at a meeting of the Association, or by written consent of the Members without a meeting pursuant to RCW 24.03.465:

A. Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

B. Paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a member or officer to be reimbursed for the actual expenses, if reasonable, that are incurred in the performance of his duties; or

C. Levy any Assessment against the Members to pay the amount of any judgment against the Association.

ARTICLE VIII ASSOCIATION DUTIES AND RESPONSIBILITIES

8.1. Association Duties: The Association shall, as provided in these Bylaws, through the Board, or through a professional manager as the Board may direct, undertake the following duties and responsibilities:

A. Maintenance: Perform the maintenance described in section 5.1A of the Declaration;

B. Insurance: Maintain insurance as required by section 8.1 of the Declaration. The Association shall, upon issuance or renewal of insurance, but not less than annually, notify the Members as to the amount and type of insurance carried by the Association. The Association shall prepare and distribute to its Members annual summaries of the Association's insurance policies.

C. Discharge of Liens: Discharge by payment, if necessary, any lien against the Common Area and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);

D. Assessments: Fix, levy, collect and enforce Assessments as set forth in Article 4 of the Declaration;

E. Expenses and Obligations: Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

F. Enforcement: Enforce these Bylaws and the Declaration;

G. Records: Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 25% or more of the Members; keep adequate and correct books and records of account, minutes of proceedings of its Members, Board and committees, and a record of its Members giving their names and addresses;

H. Contracts: Contract for goods and/or services in accordance with section 5.2K of the Declaration; and

I. Financial Requirements. Comply with the Financial Requirements set forth in Article XII of these Bylaws.

ARTICLE IX OFFICERS AND THEIR DUTIES

9.1 Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at the time of their election be members of the Board, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Election of Officers. The officers of the Association shall be chosen by a majority vote of the Board. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

9.3 Term. The officers of this Association shall be elected annually by the Board and each such officer shall hold office for one (1) year unless such officer shall sooner resign, or is removed, or is found by the Board to be disqualified to serve.

9.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal. Any officer may be removed from office (but not from the Board, if the officer is also a Board member) at any time by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

9.7 Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are communicated to any professional manager and carried out; shall sign on behalf of the Association all leases, Mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a Washington nonprofit corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws;

B. Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, or inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board;

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board;

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all promissory notes of the Association; shall keep proper books of account as required by RCW 64.34.372; and shall prepare and shall distribute budgets and financial statements to each Member as required under these Bylaws and by applicable laws.

ARTICLE X COMMITTEES

10.1 Architectural and Nominating Committees. The Board may appoint an Architectural Control Committee, as provided in Section 7.13 of the Declaration, and a Nominating Committee, as provided in section 5.1 of these Bylaws.

10.2 Other Committees. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

10.3 Limitations on Committees. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Washington Nonprofit Corporation Act, also requires Members' approval; (b) fill vacancies on the Board or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board; (e) appoint any other committees of the Board or the members of those committees; (f) approve any transaction to which the Association is a party and in which one (1) or more directors have a material financial interest; or (g) any other action prohibited to be taken by a committee pursuant to RCW 24.03.115 or any successor statute thereto.

10.4 Purpose of Committees. The purpose of all committees shall be to assist the Board in the development of policies and to assist in the oversight and assessment of the Association policies. No committee shall be assigned, delegated or chartered in any manner which would authorize it to take final action in the name of the Association. No committee, officer of a committee or member of a committee shall take any action that is assigned to the office of the President or other officers of the Association. All committees shall report to the Board and shall serve at the pleasure of the Board. Committees shall not have authority to direct contractors, agents or officers of the Association.

ARTICLE XI BOOKS AND RECORDS

11.1 Inspection by Members. The membership register (including names, mailing addresses, telephone numbers and voting rights), accounting books and records and minutes of meetings of the Members, of the Board (and including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by any such Member's duly appointed representative, at any reasonable time and for any purpose reasonably related to such Member's interest as a Member, at the principal office of the Association or at the registered office of the Association. Board minutes, proposed minutes or draft or summary thereof (other than those from an executive session) shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

11.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

- A. Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- B. Hours and days of the week when such an inspection may be made; and
- C. Payment of the cost of reproducing copies of documents requested by a Member, provided that no charge shall be imposed for providing a Member with one (1) copy of the Articles and/or one (1) copy of these Bylaws.

11.3 Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents, at the expense of the Association.

11.4 Documents Provided by Association: Upon written request, the Association, through the Secretary, or the Association's professional manager, if any, shall, within ten (10) days of the mailing or

delivery of such request, provide the Owner of a Unit with a copy of the governing documents of the Project, a copy of the most recent budget and statements of the Association distributed pursuant to section 12.1 together with a true statement in writing from an authorized representative of the Association as to the amount of the Association's current regular and special Assessments and fees, as well as any Assessments levied upon the Owner's interest which are unpaid on the date of the statement, including late charges, interest, and costs of collection which, as of the date of the statement, are or may be made a lien upon the Owner's Unit. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

ARTICLE XII FINANCIAL REQUIREMENTS

12.1 Budgets and Financial Statements: The Association shall cause to be prepared and distributed budgets and financial statements to each Member as follows:

(1) a pro forma operating budget for each fiscal year shall be distributed within thirty (30) days after its adoption by the Board together with written notice specifying the date and time of the meeting of the Members at which the Members shall vote to ratify or reject such budget, which meeting shall be held not less than fourteen (14) nor more than sixty (60) days after the date on which the pro forma budget and notice were mailed to the Members. The pro forma operating budget shall consist of at least the following:

- (a) estimated revenue and expenses on an accrual basis; and
- (b) a summary of the Association's reserves.

Notwithstanding the foregoing, in lieu of the distribution of the pro forma operating budget, the Board may elect to distribute a summary of the items described hereinabove to all the Members, with written notice that the complete pro forma operating budget is available at the business office of the Association or at another suitable location within the boundaries of the development and that copies will be provided upon request and at the expense of the Association. If any Member requests a copy of the pro forma operating budget, including the items referred to above, to be mailed to the Member, the Association shall provide the copy to the Member by first-class United States mail at the expense of the Association and delivered within five (5) days. The written notice that is distributed to each of the Association Members shall be in at least 10-point bold type on the front page of the summary of the statement;

(2) a report consisting of the following shall be distributed to the Members within one hundred twenty (120) days after the close of each fiscal year: (a) a balance sheet as of the end of the fiscal year; (b) an operating (income) statement for the fiscal year; (c) a statement of changes in financial position for the fiscal year; and (d) for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000), a copy of a review of the financial statement of the Association prepared in accordance with generally accepted accounting principles by a certified public accountant in accordance with RCW 64.34.372;

(3) if the Project consists of fewer than fifty (50) Units and an annual audit has been waived by a vote of at least 60% of the voting power of the membership, not including any votes held by Declarant, then the report referred to in (2) above shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review;

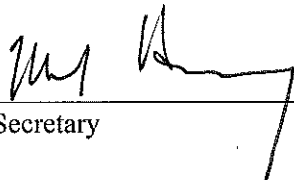
13.2 Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13.3 Fiscal Year. Unless the Board directs otherwise, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATE

I, the undersigned, the duly elected and acting Secretary of VENTURE COMMERCE CENTER - SNOQUALMIE CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation, do hereby certify that the foregoing Bylaws were adopted as the Bylaws of the Association on 11/15, 2006, and that the same do now constitute the Bylaws of the Association.

Dated: 11/15/06


Secretary