

Bylaws
Wallingford Court Condominium Association

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BYLAWS
OF
WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS

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BYLAWS
OF
WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS

The following are Bylaws of Wallingford Court Association of Apartment Owners, a non-profit Washington corporation (the "Association"). These Bylaws provide for operation of Wallingford Court Association of Apartment Owners established under the laws of the State of Washington. They apply to the entire condominium, each apartment therein and all common areas and facilities. Each apartment owner automatically, by virtue of such ownership, becomes a member of the Association. All present and future owners, mortgagees and other encumbrancers, lessees, tenants, licensees, and occupants of apartments, and their guests and employees, and any other person who may use the facilities of the condominium are subject to these Bylaws, the Declaration and Covenants, Conditions, Restrictions and Reservations for Wallingford Court Association of Apartment Owners and the rules and regulations pertaining to use and operation of the condominium.

Words and phrases that are defined in the Declaration or Chapter 64.32 of the Revised Code of Washington (the "Act") shall have the same meaning in these Bylaws.

Until the Transition Date occurs, these Bylaws shall be administered and may be amended (subject to such mortgagee approval as may be required) by Declarant, by a managing agent appointed by Declarant or by a Temporary Board of Directors designated by Declarant. All references herein to the "Board" shall apply with equal force and effect to the Board of Directors, Declarant, the managing agent or the Temporary Board of Directors, whichever has the responsibility for administering the condominium.

ARTICLE 1
MEMBERSHIP, REGISTER, VOTING

1.1 Membership.

1.1.1 Qualification. Each apartment owner, including Declarant, shall be a member of the Association and shall be entitled to one membership for each apartment so owned; provided, that if an apartment has been sold on contract, the contract purchaser shall exercise the rights of the apartment owner for purposes of the Association, these Bylaws and the Declaration, except as hereinafter limited, and shall be the voting owner unless otherwise specified. Ownership of an

apartment shall be the sole qualification for membership in the Association. Each member shall be entitled to participate personally or through a designated representative.

1.1.2 Transfer of Membership. The Association membership of each owner (including Declarant) shall be appurtenant to the apartment giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said apartment and then only to the transferee of title to such apartment. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an apartment shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

1.2 Register.

1.2.1 Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Persons who purchase an interest in an apartment shall promptly inform the Board of their interest. Persons who claim to be members of the Association shall, upon request, furnish the Board with copies of any documents under which they assert ownership of an apartment or any interest therein, and any mortgages thereon.

1.2.2 Reliance on Register. The obligation shall be on each member to provide the Board with current information relating to the name and address to whom all notices are to be sent. Notices of meetings of the Association given to the persons named on the register, at the address shown in the register, shall be adequate notice.

1.3 Voting.

1.3.1 Number of Votes. The total voting power of all owners shall be 100 votes and the total number of votes available to owners of any one apartment shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to such apartment.

1.3.2 Voting Owner. There shall be one (1) voting representative of each apartment. Declarant shall be considered an "owner" as that term is used herein and shall be the voting representative with respect to any apartment or apartments owned by Declarant. If a person, including Declarant, owns more than one apartment, he shall have the votes for each apartment owned. The voting representative shall be designated by the owner or owners of each apartment by written notice to the Board, and need not be an owner. The

designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in an apartment, or by actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in the apartment. This power of designation and revocation may be exercised by the guardian of an apartment owner, and the administrators or executors of an owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each apartment shall be the group composed of all of its owners.

1.3.3 Joint Owner Disputes. The vote for an apartment must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular apartment, none of said votes shall be counted and said votes shall be deemed void.

1.3.4 Pledged Votes. If an owner is in default under a first mortgage on the apartment for ninety (90) consecutive days or more, the mortgagee shall automatically be authorized to declare at any time thereafter that the apartment owner has pledged his or her vote on all issues to the mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a mortgagee, or in the event the record owner or owners have otherwise pledged their vote regarding special matters to a mortgagee under a duly recorded mortgage, or to the vendor under a duly recorded real estate contract, only the vote of such mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting owners and their respective mortgagees and vendors, if any.

ARTICLE 2

MEETINGS, AUDITS, NOTICES OF MEETINGS

2.1 Annual Meetings, Audits. There shall be an annual meeting of the Association in the first quarter of each calendar year, or such other fiscal year as the Board may by resolution adopt, at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented an audit of the common expenses, itemizing receipts and

disbursements for the preceding fiscal year, the allocation thereof to each owner and the estimated common expenses for the coming calendar year. The Board at any time, or by written request of owners having at least forty percent (40%) of the total votes, may require that an audit of the Association and management books be presented at any special meeting. An apartment owner, at his own expense, may at any reasonable time make an audit of the books of the Board and Association.

2.2 Special Meetings. Special meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Act or of the Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the President of the Association upon the decision of the President, or upon a request signed by a majority of the Board, or by written request by the owners having at least forty percent (40%) of the total votes, which notice shall be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and in general the matters to be considered.

2.3 Notice. Notice of the time and place of the annual or special meeting of the Association shall be given by delivering personally or by mailing a written notice of the same, at least 10 days, and not more than 50 days, prior to the meeting.

2.4 Waiver of Notice. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins.

2.5 Quorum. The presence in person or by proxy of members of the Association or voting representatives holding 50% of the total voting power shall constitute a quorum for the transaction of business at any meeting of members of the Association.

2.6 Proxies. Any apartment owner or voting representative may vote by proxy. Proxies shall be in writing, signed by the apartment owner, or voting representative, and filed with the Board. Proxies may be revoked at any time by written notice to the Board. Any proxy must be signed by all owners of an apartment; but where husband and wife are owners, the proxy need be signed by only one spouse unless the other spouse notifies the Board not to accept the proxy.

2.7 Majority Vote. Except as otherwise provided by statute, by the Declaration or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is in attendance, shall require the affirmative vote of at least 51% of the voting power present.

2.8 Voting List. At least ten days before each meeting of the Association, a complete list of the members entitled to vote at such meeting, or any adjournment of such meeting, shall be made by the Secretary. The list shall be arranged in alphabetical order and shall contain the address of and number of votes held by each member. The list shall be kept on file with the Secretary of the Association for a period of ten days prior to such meeting and the list shall be kept open at the time and place of such meeting for the inspection of any member.

2.9 Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with on 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. Unfinished business;
- h. New business; and
- i. Adjournment.

2.10 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order.

ARTICLE 3
BOARD OF DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of ~~three~~ directors, who shall be elected by ballot from the members of the Association. If a corporation is a member of the Association, any one of its officers, directors or shareholders may be elected to the Board; if a partnership is a member, any one partner of such partnership may be elected to the Board. The number of directors may at any time be increased or decreased by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

FIVE TO SEVEN VOTED 2/4/95 75.5% YES.

3.2 Powers and Duties. The Board shall have the powers and duties provided for in these Bylaws, the Act, the Declaration and all other power necessary for the administration of the affairs of the Association. The Board may do all such acts and things as are not prohibited by statute or by the Declaration, or required to be done in another manner. The necessary work of maintenance, repair and replacement of the common areas and facilities and the making of any addition or improvement thereto, shall be done in such a manner as the Board shall determine from time to time. No contract made by the Board or any officer for the Association shall have a fixed term longer than one year.

3.3 Managing Agent. Management of the condominium shall initially be carried out by Declarant or a managing agent appointed by Declarant or by an interim Board selected by Declarant as provided in the Declaration. The temporary Board of Directors and/or Board may employ an experienced professional managing agent to assist the Board in the management and operation of the condominium. The Association shall not elect to terminate professional management and assume self management without the prior written approval of 75% of all Eligible Mortgagees (based on one vote for each first mortgage owned) and those apartment owners holding at least seventy-five percent (75%) of the total allocated votes in the Association; provided, that such prior consent shall not be required to change from one professional manager to another professional manager.

3.4 Election and Term of Office. At such time as the control of the Association shall become vested in the apartment owners, as provided in Article 10 of the Declaration, or as soon after it as possible, there shall be a meeting of the Association to elect a Board of three directors to serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Thereafter, the term of office for directors will begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for two years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting one-third of the number of directors shall be elected for one year, the same number shall be elected for two years, and the remainder shall be elected for three years.

3.5 Vacancies. Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than

a quorum. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.

3.6 Removal of Directors. At any regular or special meeting, any one or more of the directors may be removed, with or without cause, by the holders of a majority of the total voting power of the Association and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Declarant may remove members of the temporary Board of Directors, with or without cause, and appoint directors to fill the vacancies thus created without a meeting of the Association.

3.7 Compensation. No compensation shall be paid to directors for their services as directors.

3.8 Regular Meetings. Regular meetings of the Board 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 such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone or telegraph, at least ten days before the day fixed for the meeting.

3.9 Special Meetings. Special meetings of the Board may be called by the President on three days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice on the written request of any two directors.

3.10 Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins.

3.11 Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

3.12 Open Meeting. Any apartment owner or voting representative may attend any meeting of the Board, but shall not be entitled to participate unless he is a director.

3.13 Fidelity Bond. The Board may require that all directors, officers or employees of the Association handling or responsible for the Association funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE 4 OFFICERS

4.1 Designation. The principal officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The President shall be selected from among the members of the Board. The Directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of President and Secretary simultaneously.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. They shall hold office at the pleasure of the Board.

4.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

4.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board and shall have all powers and duties usually vested in the office of President.

4.5 Vice-President. The Vice-President shall perform the duties of the President when the President is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

4.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Board and the Association, other than financial records kept by the Treasurer. He shall also perform such other duties as may be prescribed by the Board.

4.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

4.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration and these Bylaws.

4.9 Compensation. The Board may pay reasonable compensation to any officer or apartment owner who performs substantial services for the condominium in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of it (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association, and such decision may be reversed by the members of the Association at a meeting duly called and held within 60 days after the notice of the decision was given.

4.10 Declarant's Powers. In accordance with the Declaration, the Declarant, Declarant's managing agent, or the Temporary Board or Directors may exercise the powers of the officers until the officers are elected.

ARTICLE 5 COMMITTEES

5.1 Committees of Directors. The Board may appoint one or more committees that consist of one or more directors. Such committees, if composed entirely of Board members, shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the condominium.

5.2 Other Committees. Other committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by the President or the Directors, and such committees may be composed of one or more members of the Association other than Board members, but at least one member must be a Board member.

ARTICLE 6
OBLIGATIONS OF APARTMENT OWNERS

6.1 Contribution to Working Capital. The original first purchaser of each apartment from Declarant shall pay to the Association as a contribution to the Association's initial working capital an amount equal to two times the estimated monthly assessment against such apartment.

6.2 Monthly Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet the common expenses of the condominium as provided in the Declaration.

6.3 Compliance with Covenants, Bylaws and Administrative Rules and Regulations. Each apartment owner shall comply strictly with the Declaration, these Bylaws and with the administrative Rules and Regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the Deed to his apartment. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of such actions, maintainable by the Board or the managing agent on behalf of the Association or by an aggrieved apartment owner.

ARTICLE 7
HANDLING OF FUNDS

7.1 Accounts. The Association shall establish the necessary funds or account to provide properly for the operation and maintenance of the condominium. Overall superintendence of these funds shall be the responsibility of the Treasurer of the Association. All accounts with banks or other depositories shall require the signature of at least one officer on checks or other withdrawals. There shall be at least three separate funds as described in Sections 7.2, 7.3 and 7.4.

7.2 Working Capital Account. The Treasurer shall cause to be established a checking account in a commercial bank to be known as the "Working Capital Account." This fund will be used for the normal operation of the condominium and will receive all monthly assessments, first purchasers' initial contributions to the fund and other monies received by the Association. Checks shall be issued from this account for all management and operation expenditures necessary for the condominium and maintenance expenses of a routine or minor nature that do not require resort to the Reserve Account for Common Areas and Facilities. Funds for the Reserve Account for

Insurance Premiums and the Reserve Account for Common Areas and Facilities will normally be deposited in the Working Capital Account and checks shall immediately be issued to the other accounts so an overall accounting of the funds received and disbursed by the Association is centralized in the check register of the Working Capital Account.

7.3 Reserve Account for Insurance Premiums. The Treasurer shall cause to be established an interest bearing savings account in a savings bank or savings and loan association, which shall be known as the "Reserve Account for Insurance Premiums." Each month the Treasurer shall cause to be deposited into this fund an amount equal to at least one-twelfth of the total cost of all premiums for the policies and bonds the Association is required to purchase. Such premiums shall be paid out of this account.

7.4 Reserve Account for Common Areas and Facilities. The Association shall maintain an interest bearing savings account in a saving bank or savings and loan association, which account shall be known as the "Reserve Account for Common Areas and Facilities." The purpose of this reserve account will be to provide for major maintenance, repair and replacement of the common areas and facilities, for financial stability during periods of special stress, to meet deficiencies in the general funds that may occur as a result of delinquent payment of assessments and to meet other contingencies which may arise from time to time. A portion of the monthly assessments, chargeable to the apartment owners, shall be allocated to this Reserve Account for Common Areas and Facilities. The amount of such allocation shall be determined in the discretion of the Board and may be adjusted from time to time by the Board.

ARTICLE 8 INDEMNIFICATION

Each Board member, Association committee member, Association officer, and Declarant or any managing agent exercising the powers of the Board, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed in connection with any proceeding to which he may be a party or in which he may become involved, by reason of being or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases where such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of a settlement,

the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE 9
AMENDMENT OF PERCENTAGE OF INTEREST
IN COMMON AREAS AND FACILITIES

9.1 Consent Required. The value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities shall not be altered without first amending the Declaration, and any such amendment shall require the unanimous consent of all owners and Eligible Mortgagees.

ARTICLE 10
KEEPING RECORDS AND REPORTS

10.1 General. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the apartment owners, mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

10.2 Financial Reports. The Board shall cause to be issued and mailed to all members of the Association and to all mortgagees that request them, within 90 days following the end of each fiscal year of the condominium, a financial statement for that fiscal year, which shall include a balance sheet and a statement of operations and a comparison between the actual expenses of operation and the expenss that had been projected for that year. Eligible Mortgagees may require the submission of additional financial data of the condominium, as is reasonably required by prudent mortgage loan management.

ARTICLE 11
ADOPTION AND AMENDMENT

Bylaws for the administration of the Association and the property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, may be adopted or amended by the Association by concurrence of those voting owners holding sixty (60) percent of the voting power, at a

regular or special meeting called for that purpose. Notice of the time, place and purpose of such meeting shall be delivered to each apartment owner at least ten (10) days prior to such meeting. Declarant may adopt these initial Bylaws.

ARTICLE 12
RULES AND REGULATIONS

The Board of Directors may from time to time adopt such Rules and Regulations as may be necessary or advisable to insure compliance with or to supplement the uses and regulation of uses set forth in Article 11 of the Declaration, or as may be reasonably required for the use, occupancy and maintenance of the apartments, and common areas and facilities. When so adopted, such Rules and Regulations shall be binding upon all apartment owners and occupants of the condominium. The Board of Directors may from time to time amend any such Rules and Regulations. Except to the extent already set forth in Article 11 of the Declaration, such Rules and Regulations shall be stated in writing and shall be made available to each apartment owner, tenant, Eligible Mortgagee or other party having a legitimate interest therein, upon request to the Secretary of the Association.

ARTICLE 13
CONFLICT BETWEEN BYLAWS AND DECLARATION

These Bylaws are intended to comply with and supplement the Declaration and the Act. If any of these Bylaws conflict with the provisions of the Act or Declaration, the provisions of the Act and Declaration will control. The provisions of these Bylaws shall be liberally construed to effectuate their purposes to create a uniform plan for the management and operation of Wallingford Court Association of Apartment Owners as a condominium.

The foregoing Bylaws are adopted by Declarant effective this 22nd day of JULY, 1985.

DECLARANT



Donn Etherington, Jr.



Kathryn Etherington

3362G

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