

**RESOLUTION REGARDING WUCIOA-RELATED STATUTORY
AMENDMENTS WHICH BECAME EFFECTIVE ON JANUARY 1, 2026**

WHEREAS, during the 2025 session, the Washington State Legislature passed ESSB 5686 and ESSB 5129 (the “Bills”), which are applicable to community associations governed by RCW 64.90 (the “Washington Uniform Common Interest Ownership Act” or “WUCIOA”);

WHEREAS, the Bills contain certain provisions which, as of January 1, 2026 (the “Effective Date”) are applicable to community associations such as Birch Bay Village Community Club (the “Association”) which are not yet governed by WUCIOA;

WHEREAS, the provisions in the Bills supersede any inconsistent provisions of a community association’s governing documents;

WHEREAS, there is insufficient time to amend the Association’s governing documents prior to the Effective Date to incorporate the new legislation; and

WHEREAS, the Board of Directors desires to have its members informed about these legislative amendments and to affirm that the Association will comply with these provisions.

NOW, THEREFORE, BE IT RESOLVED THAT, notwithstanding anything to the contrary in the Association’s governing documents, the Association will comply with the following provisions:

ARTICLE I
CONFLICTS OF LAW

1.1. **RESOLUTION OF CONFLICTS.** To the extent that any provision of WUCIOA applicable to the Association conflicts with the Washington Nonprofit Corporation Act (RCW 24.03A), the Association recognizes that the provisions of WUCIOA control.

ARTICLE II
**GENERAL PROVISIONS AFFECTING
OWNER MEETINGS AND BOARD MEETINGS**

2.1. **MINUTES.** Minutes of all Owner meetings and Board meetings, excluding executive sessions, must be maintained in a record. The decision on each matter voted upon at a Board meeting or Owner meeting must be recorded in the minutes.

2.2. **REMOTE MEETINGS.** Notwithstanding anything to the contrary in the Association’s governing documents, any meeting of the Board or the Owners may be held by telephonic, video, or other conferencing process if all of the following requirements are satisfied:

2.2.1. The meeting notice states the conferencing process to be used and provides information explaining how to participate in the conference;

2.2.2. The process provides all participants the opportunity to hear or perceive the discussion and to provide Owner comment as provided below;

2.2.3. At a Board meeting, votes shall be conducted by roll call or other verbal vote; and

2.2.4. Any person entitled to participate in the meeting shall be afforded the option of participating by telephone.

2.3 **EMERGENCIES.** As used in this subsection, an “Emergency” means: (A) an event or condition that constitutes: (i) an imminent threat to the health or safety of the public or residents of the Association, (ii) a threat to the habitability of units, or (iii) a risk of substantial economic loss to the Association; or (B) a state of emergency declared by a government for an area that includes the Association that constitutes: (i) an imminent threat to the health or safety of the public or residents of the Association, (ii) a threat to the habitability of units, or (iii) a risk of substantial economic loss to the Association.

2.3.1 **Notice of Owner Meetings in Emergency.** In an Emergency, the Board may call a meeting of the Owners to respond to the Emergency by giving notice to the Owners in a manner that is practicable and appropriate under the circumstances

2.3.2 **Notice of Board Meetings in Emergency.** In an Emergency, the Board may call a Board meeting to respond to the Emergency by giving notice to the Owners and Board members in a manner that is practicable and appropriate under the circumstances. A quorum is not required for a meeting of the Board under this subsection. After giving notice under this subsection, the Board may take action by vote without a meeting.

2.3.3 **Necessary Board Actions.** In an Emergency, the Board may, without regard to limitations in the governing documents, take action it considers necessary, as a result of the Emergency, to protect the interests of the Owners and other persons holding interests in the Association, acting in a manner reasonable under the circumstances. The Board can use funds of the Association, including reserves, to pay the reasonable costs of any action taken under this subsection. If the Board determines, by a two-thirds vote under this subsection, that a special assessment is necessary:

2.3.3.1 The special assessment becomes effective immediately or in accordance with the terms of the Board vote; and

2.3.3.2 The Board may spend funds paid on the special assessment only in accordance with action taken by the Board.

2.3.4 **Notice of Action.** After taking any action under this Section 2.3, the Board shall promptly notify the Owners of the action in a manner that is practicable and appropriate under the circumstances.

**ARTICLE III
OWNER MEETINGS**

3.1. **OWNER COMMENT PERIOD.** Owners shall be given a reasonable opportunity at any annual or special meeting to comment regarding any matter affecting the community or Association.

3.2. **LOCATION AND REMOTE PARTICIPATION.** The Notice for any meeting to be held at a physical location may notify the Owners that they may participate remotely in the meeting by a means of communication described in the Remote Meetings provision herein.

3.2.1. A meeting of Owners is not required to be held at a physical location if the meeting is conducted in accordance with the Remote Meeting provisions herein.

3.3. **ANNUAL OWNERS MEETING.** The Association shall provide notice to the Owners of the time, date, and place of each annual Owners meeting not less than fourteen (14) days and not more than fifty (50) days before the meeting date. Notice may be by any means described in RCW [64.90.515](#). The notice of any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

3.3.1. The text of any proposed amendment to the Declaration or organizational documents, as those terms are defined in RCW 64.90; and

3.3.2. Any proposal to remove a Board member or, if the Declaration or organizational documents provide for the election of officers by the Owners, any proposal to remove an officer.

3.4. **SPECIAL OWNER MEETINGS.** A special meeting of the Owners shall be called to address any matter affecting the Association if the President, a majority of the Board, or Owners having at least twenty percent (20%) (or any lower percentage specified in the Governing Documents of the Association) of the votes in the Association request that the Secretary call the meeting. The request shall be made in compliance with procedures set forth in the Association's governing documents.

3.4.1. **Notice of Special Meeting.** The Association shall provide notice to all Owners of the time, date, and place of each special Owners meeting not less than fourteen (14) days and not more than fifty (50) days before the meeting date. Notice may be by any means described in RCW [64.90.515](#). The notice of any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

3.4.1.1. The text of any proposed amendment to the Declaration or organizational documents; and

3.4.1.2. Any proposal to remove a Board member or, if the Declaration or organizational documents provide for the election of officers by the Owners, any proposal to remove an officer.

3.4.2. **Failure of Association to Provide Notice—Alternative Notice.** If the Association fails to provide notice to Owners of a special meeting within thirty (30) days after the

requisite number or percentage of Owners request the Secretary to call such meeting, the Owners requesting the special meeting may directly provide notice to all Owners of the meeting.

3.4.3. **Action Prohibited on Items Not Appearing on Agenda.** The Owners may discuss at a special meeting any matter not described in the notice of the Special Meeting but may not take action on the matter without the consent of all Owners in the Association.

ARTICLE IV
**PROVISIONS APPLICABLE TO BOARD MEETINGS AND MEETINGS OF COMMITTEES
AUTHORIZED TO ACT FOR THE BOARD (“EMPOWERED COMMITTEES”)**

4.1 **OPEN MEETINGS.** Meetings must be open to the Owners except during executive sessions; provided, however, the Board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting.

4.2 **EXECUTIVE SESSIONS.** The Board and Empowered Committees may hold an executive session only during a regular or special meeting of the Board or committee.

4.2.1 A final vote or action may not be taken during an executive session.

4.2.2. Executive Sessions may only be held in order to accomplish the following:

4.2.2.1. Consult with the Association’s attorney concerning legal matters;

4.2.2.2. Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;

4.2.2.3. Discuss labor or personnel matters;

4.2.2.4. Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or

4.2.2.5. Prevent public knowledge of the matter to be discussed if the Board or committee determines that public knowledge would violate the privacy of any person.

4.3 **GATHERINGS.** A gathering of members of the Board or of an Empowered Committee at which the Board or Empowered Committee members do not conduct Association business shall not be deemed a meeting of the Board or Empowered Committee. Board members and Empowered Committee members may not use incidental or social gatherings to evade the open meeting requirements herein.

ARTICLE V
BOARD MEETINGS

5.1. **NOTICE OF BOARD MEETINGS.**

5.1.1. **Schedule of Regular Meetings.** The Association may adopt, by resolution, a schedule of meetings for the year (“Board Meeting Schedule”). The resolution establishing the Board Meeting Schedule will identify the meeting dates, times and location. The Board Meeting Schedule will be posted on the Association’s website (if applicable) or distributed to the members. If a meeting is listed in the Board Meeting Schedule, separate notice of the meeting is not required.

5.1.2. **Notice.** For any meeting not listed on the Board Meeting Schedule, the Board must provide notice of such Board meeting to each Board member and to the Owners. Except as provided below, notice must be given at least fourteen (14) days before the meeting and must state the time, date, place, and agenda of the meeting.

5.1.2.1. Notice for Meetings to Deal with Unforeseen Events. Notwithstanding anything to the contrary, notice of a meeting to address an event or condition that could not have been reasonably foreseen and for which it is impracticable to provide fourteen (14) days’ notice must be given at least seven (7) days before the meeting and by means of electronic communication to Owners whose electronic address or phone number is known to the Association.

5.2. **BOARD MATERIALS.** If any materials are distributed to the Board before a Board meeting, the Board must make available to the Owners copies of those materials, except for unapproved minutes or materials that are to be considered by the Board in executive session.

5.3. **OWNER COMMENT PERIOD.** The agenda for each Board meeting shall provide for an Owner Comment Period of at least fifteen (15) minutes immediately following approval of the agenda and before the Board addresses any substantive matters on the agenda. During the Owner Comment Period, Owners will be provided a reasonable opportunity to comment regarding matters affecting the community or Association, including but not limited to matters set forth on the agenda for Board action.

5.3.1. To facilitate an orderly progression of speakers during the Owner Comment period, the Board may require Owners who wish to offer comment to sign in on a signup sheet prior to commencement of the meeting.

5.3.2. The Board may place reasonable time restrictions on each Owner’s comments of not less than ninety (90) seconds per Owner per unit; provided, however, that if more than ten (10) Owners wish to comment, the time per Owner per unit may be reduced and allocated equally.

5.4. **REMOTE PARTICIPATION OF BOARD MEMBERS ALLOWED.** Notwithstanding any conflicting provision in the governing documents, fewer than all Board members may participate in any regular or special meeting by, or conduct a meeting through the use of, any means of communication by which all Board members participating can hear each other during the meeting. A Board member participating in a meeting by these means is deemed to be present in person at the meeting.

5.5. **ASSENT PRESUMED.** Any Board member who is present at a Board meeting at which any action is taken is presumed to have assented to the action taken unless the Board

member's dissent or abstention to such action is lodged with the person acting as the Secretary of the meeting before adjournment of the meeting or provided in a record to the Secretary of the Association within fifteen (15) minutes after adjournment of the meeting. Any Board member who voted in favor of such action forfeits the right to dissent or abstain.

5.6. **PROXY AND ABSENTEE VOTING.** A Board member may not vote by proxy or absentee ballot.

5.7. **CHALLENGES TO BOARD ACTIONS.** Any action seeking relief for failure of the Board to comply with RCW 64.90.445 may not be brought more than ninety (90) days after the minutes of the Board of the meeting at which the action was taken are approved or the record of that action is distributed to Owners, whichever is later. For purposes of this section, posting the minutes online shall be deemed "distribution" to the Owners.

ARTICLE VI **NOTICE**

6.1. **NOTICE.** When "notice" of a Board meeting or Owners' Meeting is to be given, notice shall comply with this Article VI.

6.1.1. **Physical Notice.** Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. Such notice must be addressed to the unit address unless the Owner or occupant has requested, in a record delivered to the Association, that notices be sent to an alternate address or by other method allowed by this section and the governing documents.

6.1.2. **Electronic Notice.** Notice may be provided in an electronic transmission to any Owner or Board member who has provided consent (by electronic means or in a tangible medium), to receive electronically transmitted notices and have designated in such consent the address, location, or system to which such notices may be electronically transmitted.

6.1.2.1. An Owner or Board member who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in a tangible medium or electronically.

6.1.2.2. The consent of Owner or Board member to receive electronic notices is automatically revoked if the Association is unable to electronically transmit two (2) consecutive notices, and this inability becomes known to the Secretary of the Association or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

6.1.3. **Effective Date of Notice.** Notice is effective as follows:

6.1.3.1. Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

6.1.3.2. Notice provided in an electronic transmission is effective as of the date it:

6.1.3.2.1. Is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or

6.1.3.2.2. Has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

ARTICLE VII **ELECTRIC VEHICLE CHARGING STATIONS**

7.0. DEFINITIONS FOR ARTICLE 7. The following definitions apply throughout this Article VII unless the context clearly requires otherwise.

7.0.1. “Designated parking space” means a parking space that is specifically designated for use by a particular Owner, including a garage, a deeded parking space, and a parking space in a limited common element that is restricted for use by one or more Owners.

7.0.2. “Electric vehicle charging station” means a station that delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An EV Charging Station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles.

7.0.3. “Reasonable restriction” means a restriction that does not significantly increase the cost of an EV Charging Station or significantly decrease its efficiency or specified performance.

7.1. RESTRICTIONS ON CHARGING STATIONS. The Association shall not adopt or enforce a restriction, covenant, condition, bylaw, rule, regulation, or other provision of a governing document, or master deed provision that:

7.1.1. Effectively prohibits or unreasonably restricts the installation or use of an electric vehicle charging station (“EV Charging Station”) in compliance with this Article VII which is for the personal, noncommercial use of a unit and which is located within the boundaries of the Owner’s Unit or designated parking space; or

7.1.2. Conflicts with the provisions of RCW 64.90.513. To the extent that the governing documents already contain such restrictions, they are deemed invalid and unenforceable by the Association.

7.2. REASONABLE RESTRICTIONS PERMISSIBLE. The Association may impose reasonable restrictions on EV Charging Stations.

7.3. APPLICATION PROCESS. The Association will not require an Owner to submit an application for approval for installation of an EV Charging Station located within an Owner’s Unit. If an Owner desires to install an EV Charging Station outside of the Owner’s Unit, the Owner must submit an application for approval.

7.4. **EV CHARGING STATION ON COMMON ELEMENTS.** If the Association installs an EV Charging Station in the common elements for the use of all Owners, the Association will adopt appropriate terms of use for the charging station.

ARTICLE VIII
HEAT PUMPS
(Reference: RCW 64.90.580)

8.0. **DEFINITIONS FOR ARTICLE 8.** The following definitions apply throughout this Article VIII unless the context clearly requires otherwise.

8.0.1. "Heat pump" means a heating or refrigerating system used to transfer heat. The heat pump condenser and evaporator may change roles to transfer heat in either direction. By receiving the flow of air or other fluid, a heat pump is used to cool or heat.

8.0.2. "Reasonable restriction" means a restriction that does not significantly increase the cost of a heat pump or significantly decrease its efficiency or specified performance.

8.1. **RESTRICTIONS ON HEAT PUMPS.** The Association shall not adopt or enforce a restriction, covenant, condition, bylaw, rule, regulation, or other provision of a governing document, or master deed provision that:

8.1.1. Effectively prohibits or unreasonably restricts the installation or use of a Heat Pump ("Heat Pump") in compliance with this Article VIII which is for the personal use of an Owner and which is located within the boundaries of the Owner's unit; or

8.1.2. Conflicts with the provisions of RCW 64.90.580. To the extent that the governing documents contain such restrictions, they are deemed invalid and unenforceable by the Association.

8.2. **REASONABLE RESTRICTIONS PERMISSIBLE.** The Association may impose reasonable restrictions on Heat Pumps. No Heat Pump may be installed on common elements without approval of the Board, which shall not be unreasonably withheld.

8.3. **APPLICATION PROCESS.** The Association will not require an Owner to submit an application for approval of a Heat Pump within an Owner's Unit. If an Owner desires to install a Heat Pump outside of the Owner's Unit, the Owner must submit an application for approval before installing it.

8.3.1. Applications will be processed and approved in the same manner as an application for approval of an architectural modification.

8.3.2. The Association will provide written approval or denial of an application. The Association will not willfully avoid or delay approval.

8.3.3. If the Association does not provide written denial of the application within sixty (60) days from the date of receipt of the application, the application is deemed approved, unless the Association's delay is the result of a reasonable request for additional information.

8.3.4. The Association may charge a fee for processing the application to the same extent it charges a fee for processing applications for approval of architectural modifications. However, no fee will be assessed or charged to the Owner for the placement of a Heat Pump.

8.3.5. An application will be approved for any proposed installation of a Heat Pump within the boundaries of a unit or in a designated parking space if the installation is reasonably possible and the Owner agrees in writing to:

8.3.5.1. Comply with the Association's reasonable architectural standards applicable to the installation of the Heat Pump;

8.3.5.2. Engage a heating, ventilation, and air conditioning (HVAC) contractor familiar with the standards for the installation of heat pumps to assess the existing infrastructure necessary to support the proposed Heat Pump, identify additional infrastructure needs, and install the heat pump; and

8.3.5.3. Comply with RCW 64.90.580.

8.3.6. **Compliance with Laws and Codes.** An Owner must obtain any permit or approval for a Heat Pump as required by the local government in which the Association is located and comply with all relevant building codes and safety standards.

8.3.6.1. A Heat Pump must meet all applicable health and safety standards and requirements imposed by national, state, or local authorities, and all other applicable zoning, land use or other ordinances, building codes, or land use permits.

8.3.7. **Installation and Removal.** Unless otherwise agreed to by written contract with the Association, an Owner is solely responsible for the costs of installing a Heat Pump.

8.3.7.1. If the Owner decides to remove the heat pump, costs for the removal and the restoration of the common elements or limited common elements after the removal shall be solely borne by the Owner.

8.3.7.2. Owner must remove the Heat Pump at Owner's sole expense if reasonably necessary for the Association to conduct inspection, repair, maintenance, or replacement of the common elements or limited common elements.

ARTICLE IX **COLLECTION OF ASSESSMENTS**

9.1. **COLLECTION POLICY.** In order to comply with applicable law, including but not limited to the Bills referenced in the recitals, the Collection Policy attached as Appendix A is hereby

adopted by the Association as of the Effective Date. This Collection Policy supersedes and replaces any existing collection policy or practices.

ARTICLE X
EFFECTIVE DATE

10.1. All provisions of this resolution shall be effective as of the Effective Date set forth in the Recitals.

ADOPTED this _____ day of _____, 2026 by a majority of the Board of Directors.

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

APPENDIX A

COLLECTION POLICY

**COLLECTIONS POLICY
(Effective January 1, 2026)**

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The collection process for assessments under RCW 64.90, which is part of the Washington Uniform Common Interest Ownership Act (“WUCIOA”), involves several steps to ensure proper enforcement and recovery of delinquent assessments up until the matter is referred to an attorney to commence a judicial foreclosure action. Here is an outline of the process:

1. Assessment Notice

1.1. The Association must provide notice to Owners regarding the assessments due. This includes regular assessments and any special assessments that may be levied. An Association’s governing documents will generally dictate how often assessments are issued, when payments are due, and when they begin to accrue interest on overdue amounts.

2. First Delinquency Notice

2.1. If an Owner fails to pay the assessment by the due date, and the Association must mail a notice of delinquency to the lot (“unit”) address and any other address that the owner has provided to the Association, and by e-mail if the Owner’s electronic address is known to the Association. This notice typically includes the amount owed, any late fees, and the consequences of continued non-payment.

2.2. The notice of delinquency must contain the statutory language set forth under RCW 64.90.485(21)(a). A template is attached to this policy.

2.3. The notice must be provided in English and any other language indicated as a preference for correspondence by an Owner.

3. Fifteen (15)-Day Hold on Enforcement Process After First Notice

3.1. The Association must wait fifteen (15) days after providing the First Notice of Delinquency before taking any other action to collect or charge any costs related to collection except costs of printing and mailing the notice, an administrative fee of no more than Ten Dollars (\$10.00), and a single late fee of no more than Fifty Dollars (\$50.00) or five percent (5%) of the amount of the unpaid assessment, whichever is less.

4. Notice to Secured Interest

4.1. If a unit is subject to a security interest (e.g., mortgage), and the Association would like to maintain priority to recover some of its actual costs and reasonable attorneys’ fees for judicially foreclosing on a lien (maximum of Two Thousand Dollars [\$2,000.00]), the Association must mail a written notice to the security interest holder at least sixty (60) days prior to commencing a lien foreclosure action. The notice must contain:

- (1) The name of the borrower;
- (2) Recording date of the trust date or mortgage;
- (3) Recording information;

(4) Name of Owner and unit designation stated in the declaration or applicable supplemental declaration;

(5) Amount of unpaid assessment; and

(6) A statement that failure, within sixty (60) days of the written notice, to submit to the Association payment of six (6) months of common expense assessments and any specially allocated assessments assessed under the periodic budget will result in the priority of the actual costs and reasonable attorneys' fees the Association seeks to recover. The amount may be Two Thousand Dollars (\$2,000.00) or less if the total six (6) months of common expense assessments and any specially allocated assessments are less than Two Thousand Dollars (\$2,000.00).

5. Second Notice of Delinquency

5.1. Sixty (60) days after the mailing of the first notice delinquency, a second notice must be sent in the same manner with the same statutory language in the first notice of delinquency.

6. Litigation Guarantee

6.1. After mailing a second notice of delinquency, but before a lawsuit is filed, a litigation guarantee should be ordered through a title company. The litigation guarantee will generally be completed within five (5) to seven (7) days of ordering. The litigation guarantee provides a list that may include mortgage interests, contractors or mechanic's liens, recorded judgment liens, information on easements, covenants, or restrictions that impact the use and occupancy of the property, and the status of property taxes.

6.2. A litigation guarantee is a specialized title insurance policy that identifies all parties that have a recorded interest in the property and shows the priority of those recorded interests. Every party that should be included in a lawsuit is identified, ensuring any judgment awarded is enforceable against all proper parties. It also protects the Association from claims made by unknown parties because it discloses all potential claimants. If a party is not listed on the litigation guarantee but attempts to bring a claim after the lawsuit is resolved, the Association can ask the title company who issued the litigation guarantee to defend against the new party's claim.

7. Lien Imposition

7.1. An association may impose a lien on the unit for the unpaid assessments. This lien includes the amount of the delinquent assessment, late fees, interest, and any costs associated with the collection process, including reasonable attorneys' fees.

8. Enforcement

8.1. The association can enforce the lien through various means, including foreclosure. This involves legal proceedings to recover the amount owed by selling the unit.

9. Recovery of Costs

9.1. Most associations, pursuant to their governing documents, are generally entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgment.

10. Foreclosure Mediation Program (RCW Chapter 61.24)

10.1. A housing counselor or any attorney may submit a written request for mediation on behalf of an Owner to an association regarding assessment charges and delinquency at any point in the period of delinquency up to ninety (90) days prior to the judicial foreclosure sale date. If the Association receives the request, the Association must meet and confer with housing counselor or attorney and the Owner within thirty (30) days or at a later date if mutually agreed to. During the meet and confer session, the Association and the Owner must address the issues which led to the delinquency, which may enable the Owner and the Association to reach a resolution including, but not limited to, a delinquent assessment payment plan, waiver of Association imposed late fees or attorneys' fees, modification of a delinquent assessment, modification of late fees or charges associated with a delinquent assessment, or any other workout plan.

10.2. Prior to the mediation, the Association must provide an itemized ledger for the preceding twelve (12) months, a copy of all Association liens placed against the property, and copies of the Association's current declarations, bylaws, and any other governing documents. After receiving receipt of the Association's documents, the Owner shall provide to the mediator and the Association the following documents: (i) evidence of any Owner payments to the association that are not reflected in the association ledger, if any; (ii) a statement of hardship, if relevant; and (iii) if the Owner is interested in a payment plan, a proposed schedule of payments to resolve the arrears.

10.3. The parties are responsible for their own attorney fees during the meet and confer and mediation processes. Legal representation is not required at the mediation.

10.4. At the mediation, the Association must designate a representative who can with adequate authority to fully settle, compromise, or otherwise reach a resolution with the borrow.

11. Commencement of Foreclosure Action on Lien

11.1. If the First and Second Notices of Delinquency have been issued to the Owner, an association may commence an action to foreclose a lien on a unit when approved by the Board *and* the Owner owes at least:

(1) Three (3) months or more of assessments, not including fines, late charges, interest, attorneys' fees, or costs incurred by the Association in connection with the collection of a delinquent Owner's account; *or*

(2) Two Thousand Dollars (\$2,000.00) of assessments, not including fines, late charges, interest, attorneys' fees, or costs incurred by the Association in connection with the collection of a delinquent Owner's account; *and*

(3) It has been at least ninety (90) days since that amount has been due on the account.

12. Template First/Second Notice of Delinquency Notice

12.1. *See attached.*

TEMPLATE FIRST/SECOND NOTICE OF DELINQUENCY

THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS FROM THE UNIT OWNERS' ASSOCIATION TO WHICH YOUR HOME BELONGS. THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOU LOSING YOUR HOME.

CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you could benefit. **DO NOT DELAY.**

BE CAREFUL of people who claim they can help you. There are many individuals and businesses that prey upon borrowers in distress.

REFER TO THE CONTACTS BELOW for sources of assistance.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

Telephone: 877-894-4663

Website:

http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm

The United States Department of Housing and Urban Development:

Telephone: 800-569-4287

Website:

<http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Telephone: 800-606-4819

Website: <https://nwjustice.org/what-clear>