

LOPEZ HOUSING OPTIONS (LOHO) BY-LAWS

Exhibit A

ARTICLE I ORGANIZATION

1. The legal or official name of the organization shall be LOHO (LOPEZ HOUSING OPTIONS); a State of Washington not for profit corporation.
2. LOHO, consisting of Hamlet House, Hamlet Cottages, and The Gathering Place, shall 'do business as' "The Hamlet."
3. The organization may change its name by a three-quarters majority vote of the governing Board of Directors.
4. The operating and fiscal year of LOHO shall coincide with the calendar year.

ARTICLE II PURPOSES

The following are the purposes for which LOHO has been organized: (1) to offer housing for people age 55 and older in a diverse, safe, and welcoming environment on Lopez Island, Washington; and (2) to engage in and carry on any other lawful activities whatsoever permitted by RCW 24.03.015 in connection with the foregoing.

LOHO is organized exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

ARTICLE III MEMBERSHIP

LOHO shall have no members and shall be governed by a Board of Directors ("the Board"). Board members ("Directors") shall be elected by a majority vote of the existing Board at any regular meeting or special meeting called for that purpose, Notice of which has been provided according to these Bylaws.

ARTICLE IV MEETINGS

Notice of meetings ("Notice") may be provided by mail or electronic transmission in conformance with RCW 24.03.005 (12). Each Director to receive Notice by electronic transmission has consented, in the form of a record, which conforms with RCW 24.03.009, to such receipt.

The Board of Directors shall meet at least ten times per year, and shall otherwise meet as often as the Board determines necessary to conduct the business of LOHO. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

The annual meeting of the Board (the "Annual Board Meeting") shall be held during the first quarter of the calendar year or on another date determined by the Board. The purpose of the meeting shall be to report on the status of LOHO. Board officers will be elected/re-elected each year at this meeting.

The Secretary shall cause Notice of the Annual Meeting to be sent to the Directors and other interested parties via email or mail at least ten (10) days prior to the date of the meeting.

The presence, either physical, video conference or telephonic, of not less than fifty-one (51%) percent of the Directors shall constitute a "Quorum" and shall be necessary to conduct the business of LOHO; but a lesser percentage may adjourn the meeting for a period of not more than two weeks from the date scheduled by these Bylaws and the Secretary shall cause Notice of this scheduled meeting to be sent to all those Directors who were not present at the meeting originally called. A Quorum shall be required at any adjourned meeting. When voting on an item where a conflict has been declared by one or more Directors requiring them to abstain from voting on the item, the item shall be considered approved by a majority vote of all disinterested Directors attending the meeting.

Special meetings of LOHO may be called by the Board Chair when it is deemed to be in the best interests of LOHO. Notice of any such meeting shall be sent to all Directors at least five (5) days before the scheduled date set for any such special meeting. Such Notice shall state the reasons for which such meeting has been called, the business to be transacted at such meeting and by whom it was called. At the request of two-thirds (2/3) of the Directors, the Chair shall cause a special meeting to be called and Notice sent at least five (5) days before the requested scheduled date.

No other business but that specified in the Notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

In the event it becomes necessary, the Executive Committee, as defined below shall be empowered to make decisions for the Board prior to a regularly scheduled meeting of the full Board. If such decisions are made by the Executive Committee, any decisions made and/or actions taken shall be placed on the agenda for the next regularly scheduled or special meeting of the Board, and a vote shall be taken whether to ratify the decisions and actions of the Executive Committee. Any decisions made and/or actions taken by the Executive Committee shall be made and/or taken in the best interests of LOHO.

Robert's Rules of Order, Revised, shall govern the conduct of all meetings of the Board of Directors, except as modified by these by-laws.

ARTICLE V DIRECTORS

The business of LOHO shall be managed by a Board consisting of no less than three (3) Directors and no more than 11, with an effort made to have seven (7) or nine (9) Board members at all times.

The term of office of the Directors shall be for a period of three (3) years and shall begin at the close of the meeting at which the Director was selected. The Board will make a

reasonable effort to stagger the terms so that the terms of no more than one half (½) of all Directors shall expire in the same year.

Directors may not serve more than two (2) consecutive three (3) year terms and must remain off the Board for at least one (1) year before reconsideration of Board membership. If the Board, after a diligent effort, is unable to fill one or more vacant Board positions caused by the requirements of Article V, the terms of one or more Director(s) whose term(s) would otherwise expire may be temporarily extended until replacements can be found, but in no event for longer than one (1) year without further resolution of the Board at a regular meeting or duly called special meeting of said Board.

The Board shall have the control and management of the affairs and business of LOHO. Such Board shall only act in the name of LOHO when it shall be regularly convened by its Chair after due Notice to all the Directors of such meeting.

Each Director shall have one vote and such voting must occur during the meeting and may not be done by proxy.

The Board may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the Board shall be filled by a vote of the majority of the remaining Directors for the balance of the term for the vacant position. Directors appointed to a partial term may serve the remainder of that term and two (2) additional three (3) year terms.

A Director may be removed with or without cause, by the affirmative vote of at least two-thirds (2/3) of the whole Board at either a regular Annual Meeting or a special meeting for which Notice has been given.

Contracts with Directors or their immediate family members are acceptable, but payments to the interested Director or immediate family member shall be reasonable and shall conform to any related provisions within the LOHO Conflict of Interest Policy.

ARTICLE VI OFFICERS

LOHO shall have the following Officers to serve as the Executive Committee of said Board:

Chair

Vice Chair

Secretary

Treasurer (the Secretary and Treasurer positions may be combined into a single officer position).

The election of Officers shall occur annually at any regular or special meeting as determined by the Board.

The Executive Committee shall hire an Executive Director, a Hamlet House Administrator, and a Hamlet Cottage Administrator when the Board in its discretion determines that such employees are necessary for the conduct of the business of LOHO.

The Chair shall preside at all meetings of the Board and shall present an annual report of the work of LOHO at the Annual Meeting. The Chair, in consultation with the Board, shall appoint all committees, temporary or permanent. The Chair shall see all books, reports and certificates required by law are properly kept or filed, and is one of the Officers authorized to sign the checks, drafts and long-term agreements of LOHO. The Chair may exercise such powers as from time to time may be delegated by the Board. The Chair is responsible for providing an appropriate job description, fixing compensation, conducting a yearly evaluation, and providing supervision to the Executive Director, Hamlet House Administrator, and Hamlet Cottage Administrator, as appropriate. The Executive Director and Hamlet House Administrator shall report directly to the Chair.

The Vice Chair shall be a member of the Executive Committee. In the absence of the Board Chair, the Vice Chair will become acting Chair with all the rights, privileges and powers as if the Vice Chair had been the duly elected Chair. The Vice Chair is required to be the Chair of Board Governance. The Vice Chair is one of the Officers authorized to sign the checks, drafts and long-term agreements of LOHO.

The Secretary shall keep the minutes and records of LOHO in appropriate books. It shall be the Secretary's duty to file any certificate required by any statute, federal or state. The Secretary shall give and serve, or cause to be served, all Notices to Directors of LOHO. The Secretary shall be the official custodian of the records and seal of LOHO. The Secretary is one of the Officers authorized to sign the checks, drafts and long-term agreements of LOHO. The Secretary shall submit and present to the Board at any meetings any communication addressed to the Secretary as Secretary of LOHO. The Secretary shall attend to all correspondence of LOHO and shall exercise all duties incident to the office of Secretary. The Secretary shall take the official minutes of Board meetings, or shall delegate that task to an appropriate person, but shall in that case review the minutes.

The Treasurer is one of the Officers authorized to sign checks, drafts and long-term agreements of LOHO. The Treasurer shall cause to be rendered at stated periods as the Board shall determine a written account of the finances of LOHO and such report shall be physically affixed to the minutes of the Board of such meeting. The Treasurer shall exercise all duties incident to the office of Treasurer.

No Officer shall for reason of their office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an Officer or Director for receiving any compensation from LOHO for duties other than as a Director or Officer.

ARTICLE VII COTTAGE & HAMLET HOUSE ADMIN

For the purposes of these Bylaws, the "Cottage Admin" is defined as all persons currently employed in the positions of Executive Director and/or Hamlet Cottage Administrator, The "Hamlet House Admin" is defined as all persons currently employed in the positions of Hamlet House Administrator and/or Resident Manager.

ARTICLE VIII COMMITTEES

There shall be the following permanent committees upon which at least one Director must serve. Each committee below (“Committee”) is subject to the rules pertaining to Committees in these Bylaws.

1. Executive Committee (defined above)
2. Investment & Finance Committee (as defined in Article XII, Section 3)
3. Board Governance Committee (as defined in Article XIII, Section 4)
4. Fundraising Committee (as defined in Article XII, Section 5)

Additional permanent and temporary committees of LOHO may be established by the Chair in consultation with the Board. This may include an advisory committee, appointed by the Chair of the Board in consultation with the Executive Committee.

ARTICLE IX NONLIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of LOHO. LOHO shall continuously maintain in force directors’ and officers’ liability insurance at such limits as the Directors shall determine.

ARTICLE X INDEMNITY BY CORPORATION

To the full extent permitted by the Washington Nonprofit Corporations Act as hereafter amended, LOHO shall indemnify any person who is made or was a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that this person is or was a Director or Officer of LOHO or is or was serving at the request of LOHO as a Director, Officer, employee or agent of LOHO, if this person acted in good faith and in a manner that they reasonably believed to be in or not opposed to the best interests of LOHO and with respect to any criminal or proceeding had no reason to believe their conduct was unlawful. Indemnification shall include expenses (including reasonable attorney’s fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by this person in connection with such action, suit or proceeding. However, no indemnification shall be made in respect of any claim, issue or matter as to which this person shall have been judged to be liable for negligence or misconduct in the performance of their duty to LOHO.

A Director shall not be personally liable to LOHO for monetary damages for conduct as a Director, except for liability of the Director (i) for acts or omissions which involve intentional misconduct by the Director or a knowing violation of law by the Director, or (ii) for any transaction from which the Director will personally receive a benefit in money, property or services to which the Director is not legally entitled. If the Washington Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director shall be eliminated or limited to the fullest extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the Directors shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification.

LOHO has the power to indemnify, and to purchase and maintain insurance for its Directors, Officers, employees, and other persons and agents, and (without limiting the generality of the foregoing) shall indemnify its Directors and Officers, against all liability, damage, and expenses arising from or in connection with service for, employment by, or other affiliation with LOHO or other firms or entities to the maximum extent and under all circumstances permitted by law.

Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of that fact that he or she is or was a Director or Officer of LOHO or, being or having been such a Director or Officer, he or she is or was serving at the request of LOHO as a Director, Officer employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, Officer, employee or agent or in any other capacity while serving as a Director, Officer, employee or agent or in any other capacity, shall be indemnified and held harmless by LOHO to the full extent permitted by applicable law as then in effect, against all expenses, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection herewith. Such indemnification shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. No indemnification shall be provided under this Article to any such person if LOHO is prohibited by the nonwaivable provisions of the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification, or if in the opinion of counsel, payment of such indemnification would subject LOHO to imposition of excise taxes under the Code or would cause LOHO to lose its tax-exempt status (if any) from the federal income taxation. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by LOHO the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made to or on behalf of a Director or Officer only upon delivery to LOHO of an undertaking, by or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or Officer is not entitled to be indemnified under this Article or otherwise, which undertaking may be unsecured and may be accepted without reference to financial ability to make repayment.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws agreement, vote of members (if any) or disinterested Directors or otherwise.

LOHO may maintain insurance, at its expense, to protect itself and any Director, Officer, employee or agent of LOHO or another Corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not LOHO would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. LOHO may enter into contracts with any Director or Officer of LOHO in furtherance of the provisions of this Article and may create a trust fund,

grant a security interest or use other means including, without limitation, a letter of credit to the payment of such amounts as may be necessary to indemnification as provided in this Article.

LOHO may, by action of its Board from time to time, provide indemnification and pay expenses in advance of the final disposition proceeding to Officers, employees and agents of LOHO with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of LOHO or pursuant to rights granted pursuant to or provided by, the Washington Nonprofit Corporation or otherwise.

ARTICLE XI CONFLICT OF INTEREST

Whenever a Director or Officer or Committee member or immediate member of his or her family has a conflict of interest, as determined by the Board, in any matter coming before the Board or Committee, the Board shall ensure that:

1. The interest of such Officer or Director or Committee member or family member is fully disclosed to the Board at each Board meeting. The minutes of the meeting shall record such disclosure and, if there is a vote on any matter related to such interest, the member's abstention.
2. No interested Officer or Director or Committee member may vote and shall not be counted in determining the existence of an approving majority for the vote on that item.
3. Payments to the interested Officer or Director shall conform to the provisions Article X, Section 10.3 of the LOHO Articles of Incorporation and to the provisions of Article X contained within these Bylaws and to the provisions of the LOHO Conflict of Interest Policy.
4. The Board shall create and maintain a conflict of interest policy wherein the requirements and procedures relating to conflicts of interest are established and explained. All Officers, Directors and Committee members shall be provided a copy of the Board approved LOHO Conflict of Interest Policy, and any subsequent revisions. All such members shall sign a copy of the policy acknowledging that they have read and understand all the provisions of the policy.
5. Annually, each member of the Board of Directors shall complete a Board Director Conflict of Interest Disclosure Form approved by the Board of Directors, and the completed forms shall be maintained in the LOHO office with other corporate records.

ARTICLE XII FINANCIAL MANAGEMENT

1. MANAGEMENT OF ACCOUNTS

The Treasurer shall oversee the care and custody of all monies belonging to LOHO and shall be responsible for such monies or securities of LOHO; however, the

Treasurer may delegate the day-to-day management of these monies or securities to the Executive Director and/or Hamlet Cottage Administrator.

2. ENDOWMENT ACCOUNT

The Board of Directors holds ultimate authority and responsibility for the oversight and management of the Endowment Account. The Endowment Account assets are donated to LOHO in perpetuity. The assets of the Endowment Account shall be invested in perpetuity and shall not be invaded except on dissolution of LOHO. Income that accrues to the Account investments may be used at the discretion of the LOHO Board of Directors for such purposes as the Board deems appropriate. The concurrence of two-thirds (2/3) of the members of the Board of Directors shall be necessary to approve any such expenditures of income.

3. INVESTMENT OF ACCOUNTS

To advise the Board in this function, a three person or more outside committee shall be established. This committee shall be known as the Investment & Finance Committee and shall be appointed by and serve at the pleasure of the LOHO Board of Directors. The Committee shall be chaired by the Treasurer. One of the other members of the Investment & Finance Committee shall also be a board member of LOHO.

The Investment & Finance Committee shall meet on an ad-hoc basis at the request of the Board as financial management issues occur. The Investment & Finance Committee will revise as necessary for board approval the "Description of Investment Accounts" defining the respective investment policies for each account. It is the fiduciary responsibility of the Treasurer and the Board of Directors in general to ensure that these policies are being followed. The Investment & Finance Committee, with approval of the Board of Directors, may retain the services of advisors and specialists, charging the costs thereof and other reasonable costs of management, to the accounts.

4. CHECK, DRAFTS, LONG TERM AGREEMENTS

The Cottages Admin and the Hamlet House Admin shall be authorized to sign the checks, drafts, and long-term agreements of LOHO. The Cottages Admin shall also be authorized to sign, without additional signatures, all rental or lease agreements or any other contracts or agreements with Cottage Residents and the Hamlet House Admin shall be so authorized for the Hamlet House Residents. In the absence of the Cottages Admin or Hamlet House Admin, any Officer may sign these contracts or agreements.

All physical checks of LOHO shall be signed by an Officer, the Cottages Admin or the Hamlet House Admin; any check created by an electronic bill payment company or bank does not require any LOHO signatures. Any physical check that equals or exceeds \$1,000, other than employee payroll checks, must have two authorized signatures.

5. FUNDRAISING

LOHO may solicit and receive gifts or testamentary bequests of cash, securities and real or personal property or any interest therein, and said gifts and bequests shall be, at the option of the donor, placed in any account. The books and records of all accounts shall be open for inspection by any donors or their representatives. Any donations not containing a direction will be placed in the Unrestricted Donations Account.

To advise the Board in this function, a three person or more outside committee shall be established. This committee shall be known as the Fundraising Committee and shall be appointed by and serve at the pleasure of the LOHO Board of Directors. A member of the LOHO Board will Chair this committee. The Chair of Fundraising will lead the development of fundraising strategy. They will work with Committee members to ensure the smooth execution of fundraising activities and do their best to make certain that fundraising goals are met each year. The Chair of Fundraising will also collaborate with the Treasurer and Cottage Admin to confirm that funds raised are stewarded appropriately, and they will develop solicitations and appeals to support fundraising goals.

ARTICLE XIII BOARD GOVERNANCE AND DEVELOPMENT

1. RECOMMENDATION AND RECRUITMENT OF NEW DIRECTORS

The Vice Chair, as Chair of the Board Governance Committee, shall recommend board composition priorities to the Executive Committee, solicit and research names of prospective Directors for board vacancies, evaluate the strengths and weaknesses of potential candidates, coordinate recruitment of prospective Directors for possible Board service, and recommend new Directors for board approval.

2. ORIENTATION AND TRAINING

The Chair of the Board Governance Committee shall help new Directors become acclimated to their Board responsibilities and orient them to Board and organizational policies. In areas where the Vice Chair determines that there is a need for new or existing Director continuing education, such recommendations will be forwarded to the Executive Director and Board Chair.

3. SUCCESSION PLANNING: In collaboration with the Board Chair, the Chair of the Board Governance Committee will review and update the Board Officer succession plan each year and recommend to the Executive Committee the Slate of Officers to be voted upon at the annual meeting. The Vice Chair of Board Governance has the responsibility to assess Director competencies and promote opportunities for Directors to serve on Committees of the Board that benefit from these skills, in order to develop the necessary organizational knowledge and expertise to serve in a future Officer role.

4. COMMITTEE COMPOSITION

To advise the Chair of the Board Governance Committee in recommendation and recruitment of new Directors, a three person or more outside committee shall be established. This committee shall be known as the Board Governance Committee and shall be appointed by and serve at the pleasure of the LOHO Board of Directors. The Committee

shall be chaired by the Vice Chair of Board Governance. One of the other members of the Board Governance Committee shall also be a board member of LOHO. The Board Governance Committee shall meet on a regular basis and the Vice Chair will make ongoing reports on progress at Board meetings.

ARTICLE XIV AMENDMENTS

These by-laws may be altered, amended, repealed or added to by an affirmative vote of not less than two-thirds (2/3) of the Directors.

Adopted	1 June 2003	Amended	13 March 2014
Amended	15 December 2004	Amended	12 February 2015
Amended	14 December 2006	Amended	11 February 2016
Amended	11 January 2007	Amended	9 February 2017
Amended	14 April 2011	Amended	12 October 2017
Amended	15 December 2011	Amended	8 February 2018
Amended	9 February 2012	Amended	23 March 2022
Amended	13 December 2012	Restated	19 March 2024

19 March, 2024

Mary Ann Cameron, Secretary