

DUWAMISH COHOUSING, A CONDOMINIUM

Bylaws with Exhibit on Decision-making

The following are Bylaws of Duwamish Cohousing Association, a corporation organized under the Washington Nonprofit Corporation Act (RCW 24.03, the "Nonprofit Corporation Act"). These Bylaws provide for operation of Duwamish Cohousing, a condominium being created pursuant to the Washington Condominium Act (RCW 64.34, the "Condominium Act"). They apply to the entire condominium, each Unit therein, and all common elements. Each Owner automatically, by virtue of such ownership, becomes a member of the Association. All present and future Owners, Mortgagees and other encumbrances, lessees, tenants, licensees, and occupants of Units, and their guests and employees, and any other person who may use the facilities of the condominium are subject to these Bylaws, the Condominium Declaration for Duwamish Cohousing, a condominium, recorded under King County Recorder's No. _____, as it may from time to time be amended (the "Declaration") and the rules and regulations pertaining to use and operation of the condominium.

Words and phrases that are defined in the Declaration shall have the same meaning in these Bylaws.

ARTICLE 1. MEMBERSHIP; VOTING BY OWNERS; REGISTER.

Section 1.1 Membership. By virtue of the ownership of a Unit, Owner Members shall be members of the Association. By renting or leasing dwelling space within the Condominium, Renter Members may become non-voting members of the Association under the Declaration. Except in the case of foreclosure of a Unit by a Mortgagee, only natural persons may be members of the Association. Owners of a Unit as joint tenants, tenants in common, community property, or other ownership involving more than one Owner, shall be joint members of the Association, but the sum total of their vote shall not exceed the voting power allocated to the Units owned.

Section 1.2 Number of Votes of Owners. For all matters requiring the vote or approval of the Owners under the Declaration, these Bylaws or the Act, the total voting power of all Owner Members shall be 23 votes and the total number of votes available to the Owner or Owners of each Unit shall be one vote for each Unit, regardless of the number of Owners of that Unit. All matters which do not require the approval of the Owners shall be determined by the Board pursuant to Article 6.

Section 1.3 Voting by Multiple Owners. In the event that only one of the multiple Owners of a Unit is present at a meeting of the Association, the Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. In the event that multiple Owners are evenly divided then there will be no vote cast for that Unit. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

Section 1.4 Voting Representative. An Owner may, by written notice to the Board, designate a voting representative for the Unit. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a Unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Unit, except in cases in which the person designated is a Mortgagee of the Unit. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact of the Owner under a durable power of attorney, or the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Unit shall be the group composed of all of its Owners. If a Unit is owned by husband and wife or unmarried domestic partners and only one of them is at a meeting, the one who is present will represent the Unit.

Section 1.5 Voting by Proxy; Pledged Votes to Mortgagee. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one person, each Owner of a Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy a proxy terminates 11 months after its date of issuance. An Owner may, but shall not be obligated to, pledge his or her vote on all issues or on specific issues to a Mortgagee. If an Owner is in default under a first Mortgage on the Unit for one year or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the 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, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 1.6 Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified, and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of his estate, through a parent having custody of the minor.

Section 1.7 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 a Unit 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 a Unit or any interest therein, and any Mortgages thereon.

ARTICLE 2. MEETINGS OF MEMBERS.

Section 2.1 Place. Meetings of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.

Section 2.2 Annual Meeting. The annual meeting of the Association shall be held in the first quarter of each fiscal year on a date fixed by the Board, which date shall not be less than 10 nor more than 60 days after notice of the meeting is given to the members. At such annual meeting, the members shall transact such business as shall properly come before the meeting.

The annual meeting will be scheduled immediately following a regularly scheduled meeting of the Board.

Section 2.3 Budget Meeting of Owner Members. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to all of the Owner Members and set a date for a meeting of the Owner Members to consider ratification of the budget, which date shall be not less than 14 nor more than 60 days after mailing the summary and shall be scheduled immediately following a regularly scheduled meeting of the Board. Unless at the meeting Owner Members holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice or announcement for the meeting is not given, the budget last ratified by the Owner Members shall be continued until a budget proposed by the Board is ratified.

Section 2.4 Special Meetings. A special meeting of the Association may be called by the president, by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Owners having 20% of the votes in the Association by notice not less than 10 nor more than 60 days in advance of the meeting. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by four-fifths of the Owners present either in person or by proxy.

Section 2.5 Notice of Meetings. It shall be the duty of the secretary to give notice and make announcements about each annual, budget and special meeting. Such notice shall be hand-delivered or sent prepaid by first-class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, to each member of the Association and to each Eligible Mortgagee, if required by Article 26 of the Declaration. If an annual, budget, or special meeting of the membership is announced at a regularly scheduled Board meeting not less than 10 nor more than 60 days prior to that annual, budget or special meeting, and the minutes show that one or more Owners from a Unit attended the Board meeting where the announcement was made, then all Owners from that unit shall be deemed to have received proper notice for the member meeting announced. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including 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. The minutes of any Board meeting shall include the specifics described in the previous sentence of the announcement of any future meeting. 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 of timely and adequate notice unless the member expressly challenges the notice when the meeting begins.

Section 2.6 Quorum. The presence in person or by proxy of Owner Members 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.

Section 2.7 Adjournment of Meetings. If any meeting of members cannot be organized because a quorum has not attended, the Owner Members present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 2.8 Majority Vote. Except as otherwise provided by the Condominium Act by the Declaration, or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present, shall require the affirmative vote of at least ~~54~~60% of the votes present. If consensus is reached on any matter at any meeting consensus will be deemed an affirmative vote by all of the votes present. Thus where a percentage of the Owner Members are present at a meeting at which consensus is reached on a matter, the consensus reached shall be deemed an affirmative vote by the percentage of the Owner Members present at that meeting on the matter.

Section 2.9 Order of Business. The order of business for the Association meeting shall be as follows unless dispensed with at that meeting by consensus on a proposal to change the order of business:

- (a) Roll call of Owners by Unit;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Unfinished business;
- (g) New business;
- (j) Adjournment of the Association portion of the meeting.

Section 2.10 The Association meeting shall be run on a consensus model when possible. If consensus is not achieved during the Association meeting, voting will be used to resolve any urgent issues. An issue will be deemed urgent when an 80% majority of the Unit Owner's present determine that the issue is urgent and that consensus is unlikely to be reached. Where there are less than the number of Unit Owners or designated representatives present for adoption of an amendment or other decision under the Condominium Act, the Declaration, or these Bylaws, then such a decision may not be made despite consensus or vote.

ARTICLE 3. BOARD OF DIRECTORS.

Section 3.1 Qualifications. It is intended that the operations of the Association shall be run largely by consensus of the occupants of the Units in the Condominium. Accordingly, the Directors of the Board shall consist of all of the Owner Members, except for those Owner Members who do not occupy their Units, and Renter Members. [Members may be removed from, or reinstated to, the Board by decision of the Board after notice and an opportunity to be heard as defined in Section 15.5 of the Condominium Declaration and pursuant to these Bylaws (particularly Section 3.5 and

Article 6) but complying with the notice provisions of Section 15.5 of the Condominium Declaration.]

Section 3.2 Powers and Duties. The Board shall have the powers and duties provided for the administering authority of the condominium in the Condominium Act and in the Declaration, and all other power necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by statute or by the Declaration required to be done in another manner.

Section 3.3 Compensation. No compensation shall be paid to directors for their services as directors.

Section 3.4 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. Annual notice of the schedule for regular meetings of the Board shall be given to each director personally or by mail, telephone, or telegraph, or at least three days before any board meeting that is rescheduled. If the schedule for regular meetings of the board changes during the year, such notice will be provided at least ten days before the first meeting that follows the new schedule.

Section 3.5 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 by either the president or secretary in like manner and on like notice on the written request of any two directors.

Section 3.6 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 her or him of timely and adequate notice unless she or he expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 3.7 Open Meetings. Any non-resident Owner of a may attend meetings of the Board, but shall not be entitled to participate except with the consent of the Board.

Section 3.8 Quorum. The quorum requirements for meetings of the Board are set forth in Section 6.2.

Section 3.9 Register of Members. The Board shall cause a register to be kept a list containing the names of all qualifying Owner and Renter Members of the Board.

ARTICLE 4. OFFICERS.

Section 4.1 Designation. The principal officers of the Association shall be a president, a chair, a vice president, a second vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board. The Directors may appoint from the Board such other officers as in their judgment may be necessary or desirable.

Section 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. Each elected officer shall serve two years. All Directors will be expected to serve as officers on a rotating basis. The Directors will be ranked for service as officers by the period of time each has served as a Director. The Directors with longer periods of service shall be expected to serve as officers before the Directors with shorter periods of service. There will be no ranking among Directors with equal periods of service. After a Director serves as an officer, that Director's term of service for the purpose of this paragraph shall be measured from the date upon which that Director most recently ceased to serve as an officer.

Section 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.

Section 4.4 President. The president shall be the chief executive officer of the Association. She or he shall preside at all meetings of the Association. The president or Board's designee shall preside at all meetings of the Board and shall perform such other duties as may be prescribed by the Board.

Section 4.5 Chair. The Chair or designee shall facilitate meetings of the Executive Committee and shall perform other such duties as may be prescribed by the Board.

Section 4.6 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.

Section 4.7 Second Vice President. The second vice president shall perform the duties of the president when the president and vice president are absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 4.8 Secretary. The secretary or designee shall keep the minutes of all meetings of the Board and of the Association. The secretary shall have custody of the business records of the Board and the Association, other than financial records kept by the treasurer. He or she shall also perform such other duties as may be prescribed by the Board.

Section 4.9 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.

Section 4.10 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.

Section 4.11 Compensation. The Board may pay reasonable compensation to any officer or 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.

ARTICLE 5. COMMITTEES.

Section 5.1 Committees. It is contemplated that much of the work of the Association and the Board shall be done by committees, either standing or ad hoc, appointed by the Board. Such committees 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 committees shall not relieve the Board of its ultimate responsibility for the administration and management of the condominium.

Section 5.2 Committee Decision Making. Decisions of committees shall be made by consensus or vote pursuant to Article 6.

ARTICLE 6. DECISION MAKING.

Section 6.1 Responsibility of Directors. It shall be the responsibility of each member of the Board and each member of a committee created by the Board to participate actively in the discussions and decision making of those bodies. Except for matters requiring the approval of the Owners under the Declaration, the Act or these Bylaws, the decisions of the Board and any committees created by the Board shall be made by consensus or vote as provided in this Article.

Sections 6.2 Consensus Decision Making; Quorum; Voting. Attached to these Bylaws as Exhibit A is the Duwamish Cohousing Decision Making Process which shall be the procedural guide for attempting to reach consensus. The quorum required for making a Board decision by consensus shall be Directors representing eight of the Units. The quorum required for making a Board decision by vote shall be Directors representing 50% of the Units. The quorum required for committee actions shall be a majority of its members, unless otherwise provided by resolution of the Board. Proxies are not appropriate in a consensus based decision making process; voting proxies are not allowed and informal proxies are discouraged. If consensus on any issue or matter before the Board or a committee cannot be reached in two meetings, any Director of the Board or member of the committee may require that the issue or matter be voted upon. If, at any meeting, consensus on an urgent issue cannot be reached then that issue will be determined by vote. An issue will be deemed urgent when an 80% majority of the represented Units present determine by vote that the issue is urgent and that consensus is unlikely to be reached in a timely manner. Any Director may call for a vote of urgency once during any meeting. In all voting situations at Board meetings, voting will be by Unit with one vote per Unit. If more than one Director is present from a Unit, the Directors present from that Unit shall have one vote collectively (for that Unit) to be cast as a majority of the Directors present from that Unit decide.

In the event that multiple Directors from a Unit are evenly divided then there will be no vote cast for that Unit, nor will that Unit be counted for calculation of the percentage of deciding votes. At Board meetings the affirmative vote of Directors representing 60% of the Units represented at that meeting shall be required for approval. At committee meetings the affirmative vote of 60% of the members of the committee present at that meeting shall be required for approval, unless otherwise provided by resolution of the Board.

Section 6.3 Adjournment of Meetings. If any meeting of the board cannot make decisions because a quorum has not attended, the Board Members present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

ARTICLE 7. HANDLING OF FUNDS.

Section 7.1 Accounts. The Association shall establish the necessary funds or accounts 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. There shall be at least three separate funds as described in Sections 7.2, 7.3, and 7.4.

Section 7.2 Working Capital Fund. There shall be established a checking account in a commercial bank to be known as the "Working Capital Fund." This fund will be used for the normal operation of the condominium and will receive all monthly Assessments, first owners' 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 Fund for Common Elements. Funds for the Reserve Fund for Insurance Premiums and the Reserve Fund for Common Elements will normally be deposited in the Working Capital Fund and checks immediately issued to the other fund so an overall account of the funds received and disbursed by the Association is centralized in the check register of the Working Capital Fund account.

Section 7.3 Reserve Fund for Insurance Premiums. The Association shall maintain a fund which shall be known as the "Reserve Fund 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 policy or policies and bonds the Association is required by the Declaration to purchase. Such premiums shall be paid out of this fund.

Section 7.4 Reserve Fund for Common Elements. The Association shall maintain a fund which shall be known as the "Reserve Fund for Common Elements." The Treasurer shall deposit to this reserve account amounts reasonably anticipated to be required for the periodic maintenance, repair, and replacement of the Common Elements.

Section 7.5 Treatment of Funds. All funds of the Association shall be kept in accounts or deposits that are insured by agencies of the United States. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any manager of the Association. The reserve funds may be combined in one or more savings accounts, certificates of deposit, or other accounts or deposits. Withdrawals of reserve funds from such account shall require the signature of at least two officers of the Association.

ARTICLE 8. KEEPING RECORDS AND REPORTS.

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 Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

ARTICLE 9. AMENDMENTS.

The procedure and necessary consents required for adoption of amendments to the Bylaws are set forth in Article 26 of the Declaration.

These amended and restated Bylaws have been adopted on _____, 2000 and shall be effective upon the closing of the first sale of a Unit in the Condominium.

Secretary

EXHIBIT I

TO BYLAWS OF DUWAMISH COHOUSING, A CONDOMINIUM

The Duwamish Cohousing Decision Making Process

I. ALL DECISIONS

All decisions will generally follow the process described in the flow chart (see last page of this exhibit), with the following exceptions:

- a) Proposals may either involve a pre-Proposal or advance committee work, but not necessarily both.
- b) For noncontroversial Proposals (e.g. some logistical decisions), sometimes neither a pre-Proposal nor committee work in advance will be necessary.
- c) Potentially controversial Proposals should go through either or both of these initial steps.
- d) Only Proposals that prove to be controversial at the general discussion phase require a neutral party as facilitator; otherwise, the proposers may lead the discussion.
- e) Consensus shall be visually indicated by each Director or Member (Directors at Board meetings and Members at Association meetings, generically "Members") and recorded in the minutes; consensus "votes" shall be counted where required by our legal agreements.
- f) Only Directors may block consensus on an issue at Board meetings, only Owner_Members may block consensus on an issue at Association meetings.
- g) A majority of the Members present may at any time, at any point in the consideration of a decision, determine that a decision is a Major Decision and require it to follow the Major Decisions process.
- h) Though only Major Decisions are required to follow the process in II below, Proposers of any Proposal may make use of elements of this Major Decision process.
- i) Proposals may be initiated by any Member.
- j) Written Proposals should always include a title, the Proposal details, the Proposer and the date.
- k) The Board or Association may at anytime give a committee authority to make a decision or set of decisions. Such authority must be specifically included in the minutes.

II. MAJOR DECISIONS

A. PRE-PROPOSAL and COMMITTEE WORK

1. Pre-Proposal involves informing the Committee Coordinator of the committee relevant to the Proposal (the "Supporting Committee"), then making a short presentation to the full meeting, including these points:

- a. The situation/problem that the Proposal will address,
- b. A broad stroke description of the Proposal, and
- c. Mentioning the Supporting Committee for the Proposal.

The Members at the meeting will encourage and/or will have feedback, and/or will discourage. If there's encouragement, the Proposer must ask if anyone else is interested in helping on the Proposal. It may also be a good time for a brainstorm to quickly get Member input for the

Proposal. The Board or Association may also direct the Proposal to a different Supporting Committee.

2. Proposers should work in collaboration with the Supporting Committee. The Supporting Committee is responsible for working with the Proposer to flesh out the idea, coordinating the new Proposal with work that has already been done, and developing support information.

B. PROPOSAL

1. Proposals should list the Supporting Committee & participating Members
2. Support Materials that are recommended but are not required unless requested by a majority of the Members include:
 - a. History/Background
 - b. List of Questions/Issues Raised
 - c. Pros
 - d. Cons

C. PRESENTATION

For Major Decisions, the Proposer and Supporting Committee are responsible for distributing written copies of the Proposal to the Board or Association ahead of the meeting. They are also responsible for requesting the expected amount of time on the agenda from the presiding Director for the meeting at which they wish to present. The Secretary will be able to determine the presiding Director from the minutes. When the time arrives, the Proposers will briefly present the idea at the meeting.

D. CLARIFYING Q & A (and FRIENDLY AMENDMENTS)

This is the time for factual questions about the Proposal, and ends with everyone understanding what the Proposal is about. The discussion is lead by the Proposers. It is important to allow ample time for this clarification process, and to not allow the time to turn into a debate, lobbying, or Proposal of alternatives. "Friendly Amendments" are suggestions from the Members that the Proposer decides are an improvement to the Proposal. There could be a detail that needs to be more specifically spelled out, or a piece that really fits, but was left out.

E. DISCUSSION

For the discussion of controversial or Major Decisions, the Proposers step down from the leadership role and become normal Members again. A neutral party facilitates the discussion. This prevents the discussion from just going back and forth between Proposers and other Members. During the discussion of Major Decisions, questions on intent, benefits, necessity and overall ramifications of the Proposal are deliberately incorporated. During the discussion of all Proposals, there will be room for all to speak and ask questions and allow for surfacing of feelings concerning the Proposal. Also during discussion of all Proposals, alternatives to the Proposal can be raised and considered. A popular alternative could either be decided upon during the same decision-making session or could be sent back to the Supporting Committee or a Reconciliation Committee.

F. "ARE THERE ANY UNRESOLVED CONCERNS?"

This is the beginning of the process of resolution. Usually brief, it is an indication of how the Members as a group feels, and can make use of visual signals from each participant. A “concern” is a point of disagreement that might or might not cause a Member to block consensus. For controversial Proposals, this may be an excellent time to use a group attunement process. After gathering and analyzing facts and clearing emotions, the group meditates in silence, centering on self, group, and their connection. Envisioning the best solution for all, Members then share thoughts and experiences.

G. NO MAJOR OBJECTIONS OR CONCERNS and CONSENSUS

If there are no major objections or concerns, a clear consensus has been reached. An “objection” is a point of disagreement that likely would cause a Member to block consensus. Consensus: There is general agreement with the decided course of action among those participating, and particularly among the Members who are permitted to block consensus. Members feel comfortable with the decision; that is, while some may prefer a different course of action, they do not feel that their problems with the Proposal are severe enough to justify blocking it.

H. "CAN YOU LIVE WITH IT?"

If participants signal objections or concerns, then the group moves to this step. Concerns are expressed. When there are multiple potential concerns or objections, these should be brainstormed or listed, and categorized as appropriate. It is each Member’s responsibility to express concerns, examine and express his/her own motives for objecting, and decide whether to block consensus, withdraw her/his concerns or stand aside. It is the Members’ responsibility collectively to determine the legitimacy of concerns and objections based on its core values (which can be altered by consensus). The group works toward resolving the concerns and objections, one (individual or category) by one. The Members ask clarifying questions, have further discussion, and then the presiding Director asks again if the concerns are resolved. If a concern remains, it may be withdrawn and recorded in the minutes (see below), or the person with the concern may request to delay the decision until the following meeting. Some decisions may be time critical, and a delay will not be possible. If objection(s) remain, the group can decide to: send the Proposal to a Reconciliation Committee (see below); try out the Proposal for a specified time period; the person(s) with the objection(s) may request a delay (some decisions may be time critical, and a delay will not be possible); or the group may follow one of the steps listed below under Many Major Objections.

I. CONCERNS FOR THE MINUTES

"Concerns for the Minutes" provides an outlet for the Members to register ideas and/or disagreements, but without halting a decision on the Proposal. Concerns are noted in the minutes along with the consensed decision.

J. ONE MAJOR OBJECTION

If the Proposal seems generally workable and acceptable despite the objection, it is time for a reworking and it is sent to a reconciliation committee, so long as the decision is not time critical.

K. RECONCILIATION COMMITTEE and REVISIONS OR AMENDMENTS

This committee attempts to deal with objections by developing revisions or amendments through a brainstorming caucus or other technique. The reconciliation committee is a special committee formed around a particular issue and consisting of original Proposer(s), major objector(s), interested and neutral Member(s), and/or other Member(s) who seem appropriate in the specific situation. An important aspect of developing as well as revising a Proposal is the consideration of alternatives. It can be especially constructive to ask those who disagree with the original Proposal to suggest alternative approaches. If the reconciliation committee is able to come up with a revised/amended Proposal that satisfies the original objections, the Proposal is presented again to the Members.

L. MANY MAJOR OBJECTIONS

In the event that a Proposal generates several major unresolved objections and a reconciliation committee is unable to resolve the issues, there are three possible courses of action. First, by vote of a majority of the Members, the group can use the services of a professional outside mediator to resolve the issue. Secondly, by the same type of vote, the group can decide to reject the Proposal for the time being. Third, the Members can call for a vote on the Proposal, according to the provisions of the Declarations and Bylaws.

M. CONDOMINIUM DECLARATIONS AND BYLAW PROVISIONS

All Members should be familiar with the decision-making provisions of these documents. The Board and Association will comply with these agreements, and where there is conflict between this decision making document and the Bylaws or Declarations the Declarations shall prevail over the Bylaws and this process and the Bylaws shall prevail over this process.

N. RECONSIDERING DECISIONS

Once a decision has been made by consensus, it can be reconsidered at a future meeting in either of the following ways. "Request" means a request to reconsider a previous decision.

1. Any person that was a Member at the time the decision in question was made, may at the next regularly scheduled Association or Board meeting that the Member attends, request the decision in question be reconsidered. The Request will be granted unless the Association or Board, less the requesting Member, determines by consensus that reconsidering the decision will cause a significant cost to the Association in human resources or money.

2. Any Request not addressed by paragraph one will be determined as follows:

- a) The Member will share a short rationale (appx. 5 minutes, unless the Presiding Director agrees that there are reasons for more time) for the Request, including a proposed time for the discussion (e.g. the next Board Meeting for 15 minutes). The Member making the Request must arrange in advance with the Presiding Director to have time on the agenda to present their short rationale.
- b) The Members present will then immediately cast votes for or against the reopening of the decision. A simple majority of the votes of the Member present is required to reopen the decision.
- c) In the event that a decision is reopened, the Members should immediately determine the time at which the discussion of the reopened decision will take place.

- d) In the event that the decision is not reopened, the Request may be made again after three meetings, according to the procedure in 2b.

O. SOME GUIDELINES FOR REACHING CONSENSUS

1. Present your position as lucidly and logically as possible, but listen to the other Directors or Members' reactions and consider them carefully before you press your point. Avoid arguing solely for your own ideas.
2. Do not assume that someone must win and someone must lose when discussion reaches a stalemate. Instead, look for the next-most-acceptable alternative for all parties, or look for the bigger picture.
3. Distinguish between major objections and friendly amendments. A major objection is a fundamental disagreement with the core of the Proposal. A friendly amendment is the modification or addition to one or more provisions of the Proposal, but does not change the core of the Proposal.
4. Do not change your mind simply to avoid conflict and to reach agreement and harmony. When agreement seems to come too quickly and easily, be suspicious, explore the reasons and be sure that everyone accepts the solution for basically similar or complementary reasons. Yield only to the positions that have objective and logically sound foundations.
5. Avoid conflict-reducing techniques such as majority vote, averages, and bargaining. When a dissenting Director finally agrees, don't feel that he/she must be rewarded by having his/her own way on some later point.
6. Differences of opinion are natural and expected. Seek them out and try to involve everyone in the decision process. Disagreements can help the Board's decision because with a wide range of information and opinions, there is a greater chance that the Board will hit on more adequate solutions.
7. When in disagreement about an issue, emphasize the points of agreement, acknowledge each other's contributions and the Board's progress, and don't be afraid to highlight the strongest areas of disagreement.
8. Decision making through consensus involves discussion and accountability of viewpoints as opposed to power struggles. Postponement of decisions to give time to reconsider and recognize that all people participating are able to accept and work with the decision is vital to the consensus process.
9. The ideal present behind consensus is empowering versus overpowering, agreement versus majorities/minorities.
10. Finally, let's use our good minds by thinking before we speak, listening before we object. Through participating in the consensus process, we can gain insight into not only each other but also ourselves.