

BOOK 133 PAGE 215

[illegible]

Rev 1-1-4 0-
 1-1-4 0-
 1-1-4 0-
 Filed 7/16/43
 Mailed

7-6-35-2-2-103

Section 4. "Lot" shall mean any numbered plot of land shown upon any recorded plat of The Properties.

Section 5. The terms "Owners" and "Members" as used herein shall be synonymous, and shall conform to the definitions and descriptions as stated in the Bylaws of Swift Creek Estates.

Section 6. "Owner" shall mean and refer to the record owner of a possessory Ownership interest, whether one or more persons or entities, of all or any part of The Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Possessory Ownership Interest" shall mean the interest of the person having the right to possession of a Lot.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Membership and voting rights shall be as specified in the Articles of Incorporation of the Corporation and the Bylaws of Swift Creek Estates. All Owners of Lots within The Properties shall be members of the Corporation and shall abide by the Bylaws of Swift Creek Estates.

ARTICLE III

COMMON AREAS

The board of directors of the Corporation may, on behalf of the Corporation, retain or accept title to property designated for the use of all Members of the Corporation. The board of directors may, from time to time, adopt rules and regulations for the use of any common areas by Members of the Corporation subject to the procedures set forth in the bylaws of the Corporation.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarants for each Lot within The Properties hereby covenant, and each subsequent Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Corporation annual assessments, assessments for the maintenance and care of the water system and private roads and other special assessments. Such assessments shall be

fixed, established and collected from time to time as hereinafter provided and as provided in the Bylaws of Swift Creek Estates. The annual and special assessments, together with such penalties thereon as provided in the by-laws of Swift Creek Estates and the costs of collection thereof as hereinafter provided shall be a continuing lien upon the property against which each such assessment is made from the date thereof. Each such assessment, together with such penalties thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due and any successors in title on such property shall remain subject to the lien until the assessment has been paid. No Owner may waive or otherwise escape liability for assessments by non-use of the properties or abandonment of his Lot.

Section 2. Assessment Regulations. Regulation of assessments shall be as specified in the Bylaws of Swift Creek Estates.

Section 3. The Effect of Nonpayment of Assessments; Lien of Corporation. If an assessment is not paid on the due date, such assessment shall become delinquent and shall bear penalties as provided by the Bylaws of Swift Creek Estates. The secretary of the Corporation may file in the office of the Skamania County Clerk after such delinquency a statement of the amount of the delinquent assessments, together with penalties, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with penalties set forth above shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Corporation may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property and, may enforce such lien in the manner provided by law with respect to the foreclosure of mechanic's and materialmen's liens pursuant to Washington law.

In the event that any delinquency is placed in the hands of an attorney for collection, the delinquent Owner shall pay the Corporation's collection costs including reasonable attorney's fees, even though no suit, action or claim for relief is filed, and shall pay the Corporation's collection costs including reasonable attorney's fees if a suit, action or claim for relief is filed in a trial court or an appeal thereof and said amount shall be fixed by said court.

ARTICLE V USE RESTRICTIONS

The following restrictions shall be applicable to The Properties and shall be for the benefit of and limitations upon all present and future Owners of The Properties, or of any

Possessory Ownership Interest therein:

- a) No lot or structure on the properties shall be used for a business open to the general public
- b) Except on a temporary basis, no travel trailer, motor home, mobil home or tent shall be kept in view on a lot
- c) At no time shall dogs, cats or other pets be permitted to interfere with lot owners
- d) Horses, fowl or other livestock shall not be pastured or kept on any lot or the properties
- e) The shooting of firearms on a lot or the properties is prohibited except in defense of persons or property
- f) The lots, structures and properties shall be kept in good condition preserving the natural state where practicable
- g) No lot owner shall permit the accumulation of discarded or unrepared articles on the lot or properties
- h) No lot owner shall allow unreasonable noise between the hours of 10:00 PM and 8:00 AM
- i) Lot owners shall use reasonable care to make certain that lot markers, as established by platted subdivision, are not moved or destroyed
- j) No trees in excess of ten (10) inches in diameter shall be removed without the consent of the Board of Directors except if said tree is injured, diseased or damaged and is a hazard to the safety of persons or property.
- k) During the summer fire season, as determined by the U.S. Forest Service, no fires shall be lit or maintained outside of any cabin, except use of the fire pit in the community beach area, or code approved barbecues.
- l) Member(s) agrees that the lot shall be used to maintain the use and enjoyment of a cabin. Member(s) agrees not to use said lot for a business open to the general public. Member(s) shall not commit or suffer any waste of the property and shall maintain the property in good condition preserving the natural state where practicable. Member(s) shall not permit the accumulation of discarded or unrepared articles on the lot. Boundaries of said lot shall not be fenced in a manner which would obstruct another member's view, use or enjoyment of adjacent member(s). Member(s) shall comply with all laws or ordinances of governmental authorities applicable to the use or occupancy of the lot.

ARTICLE VI
EASEMENTS

Section 1. Easements are hereby granted to the Corporation, its successors and assigns, as follows:

For the erection, construction, operating and maintenance of poles, wires and conduits for the transmission of electricity, heat, power, telephone, sewers, drains, water systems and for any other reasonable purpose, and any other method of conduction and performing any public or quasipublic utility service or function; provided, however, the Corporation shall not unreasonably interfere with the occupancy of any Lot by the Owner thereof through the exercise of its rights under this easement.

Section 2. A lot owner grants an adjacent lot owner an easement for a portion of a septic system if the easement is necessary to obtain governmental approval of the septic system, and can not be located solely within the adjacent owners property provided, however, that said easement is the minimum area necessary to have an approved septic system, that the easement does not unreasonably interfere with the use of any lot by the owner thereof, and that the easement does not unreasonably decrease the value of the lot. An adjacent owner shall give the lot owner 60 days written notice of any proposed easement and if the lot owner objects to the proposal the matter shall be settled in accordance with the laws of the State of Washington. After utilizing an easement for septic system, the adjacent owner shall restore the surface of the property to its natural condition and contours.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Owner hereby agrees to assume all risk of, and indemnify and hold harmless, and at the owner's expense, defend the Corporation from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Corporation, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Corporation, resulting partly or wholly, directly or indirectly, from the owner's exercise of the rights herein granted.

Section 2. Enforcement. The Corporation, any Owner and the holder of any recorded mortgage or trust deed shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, easements, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Corporation or by any Owner to exercise the right of enforcement shall not be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. These Covenants, Conditions and Restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Corporation or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date the Declaration is recorded in the Skamania County deed records. The application of these Covenants, Conditions and Restrictions to The Properties shall automatically be extended for successive ten-year periods, unless a majority of all Members vote to discontinue these Covenants, Conditions and Restrictions. Any Covenants, Conditions or Restrictions, except the easements herein granted, may be amended by vote of Members entitled to cast of not less than 66 2/3 percent of the votes of the Members. Copies of all such amendments certified by the President and Secretary of the Corporation shall be recorded in the Skamania County deed records.

Section 5. Separate Copies. Separate copies of this instrument may be signed with the same force and effect as though all signatures were appended to one original instrument.

These Covenants, Conditions and Restrictions have been approved by the membership of Swift Creek Estates at a special meeting held on September 19, 1992.

Billy C. Wiggins
Billy C. Wiggins, President

9 - 22 - 92
Date

LeRoy Borstad
LeRoy Borstad, Secretary

9-22-92
Date

CC&RSCE

BYLAWS
OF
SWIFT CREEK ESTATES

ARTICLE I

Objects and Definitions

1.1 Purpose. The purpose for which these Bylaws are adopted is to govern the corporation in pursuit of its purposes set forth in the Articles of Incorporation and more particularly to govern the operations of the corporation once the real property described on Exhibit "A", attached hereto and incorporated herein by reference, is acquired by the corporation.

1.2 Assent. All present or future owners, or any other person using the facilities of the corporation in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the cabin units (hereinafter referred to as "cabins") located on the property described on Exhibit "A" or the mere act of occupancy of any of said cabins shall constitute ratification of these Bylaws.

1.3 Definitions. The terms "owners" and "members" as used herein shall be synonymous. "Owners", "cabin owners" or "cabin" shall include owners of any individual lots and owners of any individual cabin on a lot.

ARTICLE II

Membership, Voting, Meetings and Administration

2.1 Membership. The membership of this corporation shall consist of all the cabin owners. The management, control and ownership of the corporation shall vest in the owners. Full privileges concerning the use of the corporation's facilities shall be extended to the cabin owners. Each cabin shall be entitled to one (1) vote only. Multiple ownership of a cabin will entitle the joint owners to one (1) total vote which must be cast, if voted, as a unit and not in fractions thereof. Only one membership fee per cabin shall be required regardless of the number of owners of the cabin. Multiple owners of a cabin must unanimously designate to the corporation one person and that person's address for the purpose of the service of notices from the corporation unless the multiple owners reside at the same address. If any transfer or sale of any possessory ownership interest in any lot or cabin is made, the member making said transfer or sale is required to inform the corporation in writing of said transfer or sale and is required to furnish the name and address of the transferee or buyer. The member shall

continue to remain liable, in addition to the transferee or buyer, for all dues and assessments incurred prior to the notice to the corporation.

2.2 The grounds and facilities of this corporation are for the exclusive use of the members and their guests. Members shall be responsible for the conduct of their guests.

ARTICLE III

Management

3.1 Board of Directors. The management of Swift Creek Estates shall be vested in a Board of Directors. The Board of Directors shall consist of a board of five (5) directors, herein referred to as "directors", who shall be elected from the members and by the members to hold office for a term of two (2) years and until their successors are elected and qualified. At the annual meeting each year, directors shall be elected to succeed the directors whose terms of office expire at that time. The Board of Directors shall be elected at the first annual meeting. Following their election, the Board of Directors shall designate three (3) directors whose terms shall expire after two (2) years and two (2) directors whose terms shall expire after one (1) year.

3.1.1 A vacancy occurring in the Board of Directors by death, resignation, or otherwise, shall be filled by the remaining directors at a special meeting called for that purpose; the successor so chosen, unless removed, to hold office until the next annual meeting of the members, or until his successor is elected and qualified.

3.1.2 Members shall have the power and authority, at any special meeting called for that purpose, to remove any director, or directors, with or without cause, by a two-thirds (2/3) vote of the members present, and to elect his/her or their successor or successors. A successor, or successors, so chosen, unless removed, to hold office for the unexpired term of the director or directors so removed.

3.1.3 The directors shall elect from their number a president and vice president, and directors shall have the power to elect from the members of the corporation a secretary and treasurer and to create such subsidiary offices as in their judgment may seem necessary or expedient. No member shall serve more than two (2) full successive terms as director except an immediate past president under the terms of 3.1.4.

3.1.4 The immediate past president shall remain on the Board of Directors for a one (1) year period. This may cause the Board to exceed five (5) members from time to time.

3.2. Meetings and Powers of the Board of Directors.

3.2.1 The Board of Directors shall meet not less than once each year, with the first such meeting to be held within thirty (30) days after the annual meeting of the members in March of each year, at which time the Board of Directors shall elect for the ensuing year their officers who shall hold office for a period of one (1) year, or until their successors are elected and qualified. The Board of Directors shall have the power by a majority vote to remove, with or without cause, any officer or officers, and to elect his/her or their successor or successors. At any meeting of the Board of Directors, three (3) directors shall be necessary to constitute a quorum for the transaction of any business.

3.2.2 Special meetings of the Board of Directors shall be called by the secretary or president at the request of the president or a majority of the Board of Directors, provided at least forty-eight (48) hours' notice be given of the time and place of such meeting. Such notice shall be given in writing and mailed to the Board of Directors at their last post office addresses.

3.2.3 All the powers of the corporation, except as otherwise provided by these Bylaws and the laws of the State of Washington, shall be vested in and exercised by the Board of Directors. They shall have full power and authority to conduct the business and affairs of the corporation and to manage and control its property. From time to time, rules and regulations for the government and welfare of the corporation may be adopted by the Board of Directors subject to approval by a majority of the members at their next meeting. The Board of Directors shall have the power to maintain and care for the water system and roads of the corporation.

3.2.4 The Board of Directors shall have the authority to grant deeds to individual lots in exchange for a membership certificate if a subdivision plat is approved by appropriate governmental authority.

3.2.5 The Board of Directors shall have the authority to file covenants, conditions and restrictions upon the properties provided that the membership approves of the covenants, conditions and restrictions by a majority vote prior to filing.

ARTICLE IV

Duties and Powers of Officers

4.1 President. The President of the corporation shall be the presiding officer at all meetings of the Board of Directors and members. He/She shall have the right and power to name and appoint all committees that may be created by the Board of Directors or members. He/She shall sign all membership certificates. He/She may sign checks, vouchers, or other

withdrawals or other drafts upon funds of the corporation. He/She shall, as President, sign all notes, contracts, deeds, mortgages, bonds or other documents or negotiable paper that may be authorized by the Board of Directors. In addition to the above duties, he/she shall have other powers and perform such other duties as may be imposed upon him/her from time to time by the Board of Directors. Any member desiring to make a suggestion or complaint concerning the corporation's activities shall make it to the President, who shall present it to the Board of Directors for consideration.

4.2 Vice President. The Vice President, in the absence of the President, or his/her inability to act, shall perform the duties assigned to the President. In addition to the above, he/she shall have such other powers and perform such other duties as may be required by the Board of Directors, and may sign checks, vouchers, or other withdrawals or drafts upon the funds of the corporation.

4.3 Secretary. The Secretary of the corporation shall have charge of the books and records of the corporation. He/She shall keep and preserve accurate minutes of the meetings of the Board of Directors and members, a membership certificate book and lease deposit certificate book. He/She may sign checks, vouchers, or other withdrawals or drafts upon the funds of the corporation. He/she shall have charge of the seal of the corporation and shall attach the same to documents as may be required by the Board of Directors and Bylaws to bear the signature of the Secretary, or the seal of the corporation. He/She shall keep an accurate record of all members of the corporation. He/She shall sign, as Secretary, all membership certificates and shall sign such other documents as may be prescribed or required by the Board of Directors. In addition to the above, he/she shall perform such other duties as may be required of him/her from time to time by the Board of Directors.

4.4 Treasurer. The Treasurer of the corporation shall have charge of the funds of the corporation and shall disburse such funds only upon authority of the Board of Directors. He/She shall give bond in such amount as may be required by the Board of Directors for the faithful performance of his/her duties, and for the strict accounting of any monies or funds that may come into his/her possession as such Treasurer. The premium on such bond shall be paid out of the funds of the corporation. He/She shall deposit all monies in such bank or banks, or by shares in such savings and loan associations, as may be required or prescribed by the Board of Directors. He/She shall countersign, with the President, Vice President, or Secretary, all drafts, checks, vouchers, and other withdrawals of the funds of the corporation exceeding \$1,000 to any one payee. He/She shall keep an accurate record of all members for the purpose of collecting such dues as may be payable to the corporation and seasonably issue each member a statement showing the dues, service charges, assessments, rentals and taxes payable. He/She shall collect and receive and receipt for all initiation fees, dues, service charges, membership fees, taxes, rentals, and assessments or monies coming to the corporation. He/She shall issue membership cards annually to all members of the corporation, designating that member's particular status. He/She shall keep books of account and records as may be necessary or requisite to show the receipt and disbursement of all funds. He/She shall be Chairman of the Budget Committee. In addition to the above, he/she shall have such other

powers and perform such other duties as may be required or may be imposed upon him/her from time to time by the Board of Directors. Upon retiring from office, he/she shall submit all of the books and records to the Board of Directors for auditing.

ARTICLE V

Cabin Owners Meetings

5.1 The fiscal year shall be from January 1 to December 31 of each year. The annual meeting of the members of Swift Creek Estates shall be held within ninety (90) days after the end of each fiscal year, at such time and place as the Board of Directors shall designate.

5.2 The Secretary shall give notice of the annual meeting at least thirty (30) days before the date thereof by causing a notice to that effect to be mailed to each member at his/her last known post office address, and the members for this purpose of notice are required to keep the Secretary informed as to his/her current post office addresses.

5.3 Special meetings of the members shall be called at any time or place by the Secretary upon the request of the President, or upon the majority of the Board of Directors, or upon the written request of twenty (20) members. Such special meetings shall be upon at least ten (10) days' written notice to each member in the manner and form hereinabove stated, provided that such notice shall state fully the objects and purposes of said meeting, and no business shall be transacted thereat except the business stated in said notice.

5.4 Quorum. At the annual meeting of the members, those present at the time and place designated in the notice shall constitute a quorum for the transaction of business. At any special meeting of the members, fifty-one percent (51%) of the members shall be necessary to constitute a quorum for the transaction of business.

ARTICLE VI

Elections and Voting

6.1 At all meetings of the Board of Directors or members, a majority vote of those present shall be necessary for the election of directors or officers, or the passing or adoption of any resolution, unless specifically provided otherwise in these Bylaws.

6.2 Voting at Meetings of Members. Each member shall be entitled to cast one (1) vote for each director to be elected. Each member shall be entitled to cast one (1) vote for any other item being voted upon at such meeting.

ARTICLE VII

Dues, Assessments and Taxes

7.1 All members shall pay dues not in excess of One Hundred and no/100 Dollars (\$100.00) per annum plus any tax thereon to the corporation. Such dues and taxes shall be paid one (1) year in advance within sixty (60) days from the date of billing. The Board of Directors shall have the authority to raise the limit of the annual dues by a two-thirds (2/3) vote of the Board of Directors at any regular or special meeting of the Board of Directors, subject to approval by the members at the next membership meeting.

7.2 The Board of Directors may levy assessments against members to cover emergency situations and to maintain and care for the water system and roads of the corporation. Any such assessment shall be levied in an equal manner against every individual lot.

7.3 Each cabin owner shall pay his/her prorated share of the property taxes within sixty (60) days of receipt of his billing by the corporation.

7.4 Default in Payment of Dues, Assessments or Taxes. When any member shall be in default in the payment of dues, assessments or taxes for a period of sixty (60) days from the date on which dues, assessments or taxes became payable, he/she shall, for purposes of voting, not be considered as a member in good standing. Such member shall not be reinstated until he has paid dues and assessments in full, and until such time as such member is reinstated, he shall have no rights of any kind arising out of a membership in the corporation. In addition to the foregoing, if any member shall fail to pay his assessments as the same become due, the amount of the assessment shall become a lien on such member's cabin and lot in favor of the corporation, and the corporation shall have the right to file in the appropriate office in Skamania County a statement of such assessment and/or a notice of a claim of lien along with any penalty provided in these bylaws and may bring an action at law or claim for relief to enforce the payment of the delinquency and penalties against the cabin owner personally or may enforce the lien in a manner provided by law with respect to real property and may enforce such a lien in a manner provided by law with respect to foreclosure of mechanic's and materialman's lien or may commence an in personam action against such cabin owner in any court of competent jurisdiction.

7.5 Late Payment Fee. Late payment of dues, taxes or assessments shall be subject to an additional fee of \$20.00 per month for each and every month the payment remains past due.

ARTICLE VIII

Committees

8.1 The Board of Directors shall create a Water System Committee, a Budget Committee, and such other committees as in their opinion are necessary to carry into effect the purposes of this corporation. The President shall appoint the members to serve on these committees and assign duties to these committees. Such appointments and assignments of duty are subject to the approval of the Board of Directors.

8.2 The Budget Committee shall consult with the Board of Directors, the Treasurer, and the general membership and prepare a budget for the Board's approval. This budget will be submitted to the membership for its approval at the annual membership meeting. Expenditures for other than roads, water, ambulance service, those activities required by Federal, State or local authorities and other items specifically authorized as on-going budget items must be approved in advance by a majority vote of the members at an annual or special meeting.

ARTICLE IX

Rules of Order

9.1 The Board of Directors shall have the power to establish the order of business at all meetings of the Board of Directors and the members. All meetings of the members and directors shall be conducted in conformance with Robert's Rules of Order, such rules being hereby adopted as controlling in the parliamentary deliberations at all meetings.

ARTICLE X

Membership Certificates

10.1 The Board of Directors shall cause an official plat to be made, showing the location of the cabin sites on the property described on the attached Exhibit "A". Such sites shall be designated by numbers running from 1 to 48 inclusive. The location and size of these sites shall adhere as closely as possible to the size and location of the sites occupied by the members at the time of the adoption of these Bylaws. Such plat shall become the official plat and a permanent record of this corporation, and shall be filed with the Secretary of this corporation.

10.2 For each site so platted, the Board of Directors shall provide a membership certificate in the following style and form:

SWIFT CREEK ESTATES
MEMBERSHIP CERTIFICATE

RECEIVED FROM _____, \$ _____ as a fee for
the right to maintain a cabin on cabin site _____.

DATE: _____, 19____.

SWIFT CREEK ESTATES

By: _____
President

By: _____
Treasurer

10.3 The value of each individual membership certificate shall be determined in accordance with the provisions under Article XI of these Bylaws.

10.4 Once a membership certificate is issued, it shall be irrevocable. This provision shall only be amended by an affirmative vote of one hundred percent (100%) of the existing membership in good standing.

10.5 No certificate will be issued to cabin sites in arrears on dues, assessments or lease payments to the Swift Creek Estates.

ARTICLE XI

Formula for Determining Pro-Rata Share
of Taxes and Membership Certificate

11.1 The schedule adopted by the membership and attached hereto, marked Exhibit "B" and by this reference incorporated herein, shall determine the pro-rata share of any property taxes levied.

11.2 This formula shall also apply to determine the value of each cabin site for purposes required by the proposed lease or purchase of the property.

11.3 Upon completion of negotiation for the purchase/lease of the real property, each cabin owner shall be notified of his/her proportionate share of the purchase price based upon the formula contained in Exhibit "B". Each cabin owner shall have sixty (60) days from the date of notification of his/her proportionate share of the purchase price to pay to the treasurer

of Swift Creek Estates that amount. If any cabin owner fails to pay his/her proportionate share within said time period, the Board of Directors shall be entitled to give such cabin owner a notice requiring removal of that cabin owner's cabin from the property. Removal shall be accomplished within sixty (60) days of notification. If removal does not occur within the time prescribed, Swift Creek Estates shall have the right to place a lien upon the cabin owner's cabin in an amount equal to that cabin owner's proportionate share of the purchase price of the property and to proceed in accordance with the provisions of state statutes and local ordinances for the foreclosure and enforcement of liens.

ARTICLE XII

12.1 A membership certificate holder shall have the right to erect and own a cabin on his/her site. Such cabin shall be considered to be personal property and sole ownership is vested in the individual member and not in Swift Creek Estates, provided, however, that the use of such cabin is at all times subject to the rules and Bylaws of this corporation.

12.2 The Board of Directors may propose rules governing new construction to the membership for a vote. Upon an affirmative vote by a majority of the membership present at any regular or special meeting, said rules will be binding on all members.

12.3 Rental of cabins shall be subject to uniform rules established by the Board of Directors and approved by a majority vote of the membership. Upon an affirmative vote of a majority of the membership present at any regular or special meeting, said rules will be binding on all members.

12.4 Transfer of Membership Certificates. Each cabin owner may transfer their interest in a membership certificate through transfer during owner's lifetime or by transfer on death determined by the law of descent and distribution of the State of Washington or by owner's testamentary disposition, subject to the following regulations:

12.4.1 No transfer shall be effective until recorded on the books of the corporation in such manner as the corporation from time to time may determine.

12.4.2 Corporation shall not be obligated to transfer a change of ownership of the certificate if the owner thereof is in any way in default or delinquent in any payments or obligations to the corporation; provided that on death any new owner would take subject to any such delinquencies and be obligated to pay or perform in accordance with the former owner's obligations.

12.5 Maintenance of Cabins. The Board of Directors shall develop a program to ensure the maintenance of the individual cabins and cabin site. The Board of Directors shall submit to the membership for its approval, a specific plan to cover the rehabilitation of cabins which through neglect, fire, abandonment, or any other cause become a fire hazard, a health

hazard or significantly reduce the community's overall value. Upon an affirmative vote of a majority of the membership present at any regular or special meeting, said plans and the procedures included in their implementation will be binding on all members.

ARTICLE XIII

Amendment

13.1 These Bylaws may be amended at any annual or special meeting of the members by an affirmative vote of two-thirds (2/3) of the membership present at any regular or special meeting called for this purpose, provided, however, that no amendment shall be voted upon until a copy of such amendment has been mailed to each member thirty (30) days prior to such meeting. For the convenience of the members, the Board of Directors may, by a two-thirds (2/3) vote of the Board of Directors, establish ballot and/or proxy voting in a style and form to be established by said Board of Directors.

ADOPTED April 21, 1984.

AMENDED March 7, 1987.

AMENDED September 19, 1992.