

**BYLAWS
OF**

MARTIN'S BLUFF HOMEOWNERS' ASSOCIATION

Article I

Name, Principal Office, and Definitions

Section 1. **Name.** The Name of the Corporation shall be MARTIN'S BLUFF HOMEOWNERS' ASSOCIATION (hereinafter sometimes referred to as the "Association" or "MBHOA").

Section 2. **Principal Office.** The principal office of the Association in the State of Washington shall be located in Cowlitz County in care of the Law Office of Vincent L. Penta, PS, 1561 11th Ave., Longview, WA 98632. The Association may have such other offices, either within or outside the State of Washington, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. **Definitions.** The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for DAVE'S VIEW AT MARTIN'S BLUFF as modified by that certain Declaratory Judgment of the Cowlitz County Superior Court under Cause No. 08-2-01650-2 and recorded under Auditor's File No. 3429620.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. **Membership.** As more fully set forth in the Declaration of Covenants, the terms pertaining to membership are specifically incorporated herein by reference. Meetings shall be of the Members or their alternates by written proxy.

Section 2. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. **Annual Membership Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) month from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred

twenty (120) days before the close of the Association's fiscal year (based on the calendar year) on a date and time set by the Board of Directors.

Section 4. **Special Membership Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association, if so directed by resolution of a majority (as defined hereafter) of a quorum of the Board of Directors or upon a petition signed by Voting Members (as defined in Article II, Section 8 herein) representing at least thirty-four (34%) percent of the total votes of the Association.

Section 5. **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or voting members calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered the next business day after deposit in the United States mail addressed to the Voting Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. **Waiver of Notice.** A written waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may waive notice of any such meeting.

Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. **Adjournment of Meetings.** If a time and a place for convening a meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such a meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members or their proxies representing at least thirty-four (34) % of the total votes of the Association remain in attendance, and provided further that any action taken is later ratified by at least a majority of the Members required to constitute a quorum.

Section 8. **Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. As used herein, "Voting member(s)" means a member of the Association holding the right to vote on account of an ownership interest in a Lot. A member may vote for the election of Directors by mail or by any other method permitted by this Section.

Section 9. **Proxies.** A member may vote in person or by proxy executed in writing by such member or such member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date it is executed, unless otherwise provided in the proxy.

Section 10. **Majority.** As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50)% percent of the total number present at a duly called meeting.

Section 11. **Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Voting Members representing no less than 34% of the total vote of the Association shall constitute a quorum at all meetings of the Association, as provided in the Declaration.

Section 12. **Conduct of Meetings.** Any action required by law to be taken at a meeting of the Voting members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting **if** written consent setting forth the action so taken is signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Members.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. **Governing Body.** Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote.

Section 2. **Number and Qualification of Directors.** The Board shall consist of five members of the corporation.

Section 3. **Nomination of Directors.** Nomination for election to the Board of future Directors shall be made by a nominating committee (the "Nominating Committee"). The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) voting Members of the Association. The Nominating Committee shall be appointed by the President not less than thirty (30) days prior to each annual meeting of the Voting Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 4. **Election and Term of Office.** Notwithstanding any other provision contained herein:

a. At the organizational meeting of the corporation, there was an election of five (5) directors, one of whom was elected to serve for a period of one year, two of whom were elected to serve for a period of two years and one of whom was elected to serve for a period of three years. At the expiration of the initial term of office of each respective Director, his/her successors shall be elected to serve a term of three years. The Directors shall hold office until their successors shall have been elected and hold their first meeting.

c. The membership of the Board of Directors may be further increased by a majority vote of the members.

Section 5. **Removal of Directors and Vacancies.** Any Director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a Majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any

meeting called for that purpose. A Director who was elected by the votes of Voting Members may be removed from office prior to the expiration of his or her term only by the votes of a Majority of Voting Members. Upon removal of a Director, a successor shall then and there be elected by the Voting Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a Majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the President to fill the vacancy. Any successor Director so appointed shall serve for the remainder of the term of such removed Director.

Section 6. **Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a Majority of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other Directors.

B. Meetings.

Section 1. **Organizational Meetings.** The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. **Regular Board Meetings.** Regular meetings of the Board of Directors 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 one (1) such meetings shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. **Special Board Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; (d) by

email if receipt is confirmed by recipient; or (e) by facsimile machine. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 4. **Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting of each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. **Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 7. **Open Meetings.** Subject to the provisions of Section 8 of this Article, all meetings of the Board shall be open to all Members, but Voting Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding non-Board Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 8. **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Directors or any action that may be taken at meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 9. **Conference Call meetings.** A member or members of the Board of Directors may participate in a meeting of the Board by telephone, video conference, computer or other electronic communication device, by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

C. Powers and Duties.

Section 1. **Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Voting Members or the membership generally.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

- a. preparation and adoption of annual budgets in which there shall be established the contribution of each Owner toward the regular or special assessments;
- b. making assessments to defray Association expenses as described in §§21-24 of the Declaration, and establishing the means and methods of collecting such assessments in accordance with §25 of the Declaration;
- c. providing for the operation, care, upkeep, and maintenance of its percentage share of Dave's View Drive and those private roads which serve the 35 lots located in the Martin's Bluff neighborhood, fka Phase I of Dave's View at Martin's Bluff, and all other Common Areas as delineated on the recorded plat of Phase I and defined by the Declaration, and the development thereof as may be directed by the membership;

d. designating, hiring, and dismissing any personnel necessary by or for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required; (the initial Association savings account will be maintained at Riverview Community Bank;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

j. obtaining and carrying insurance against casualties and liabilities, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

m. making available to any prospective purchaser of a Lot, any Owner of a Lot, any Mortgagee, and the holders, insurers, the guarantors of a mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the members and all other books, records, and financial statements of the Association; and

n. permitting (i) utility suppliers and (ii) suppliers of other services such as cable television and security monitoring systems to use portions of the Common Area reasonably necessary to the ongoing development or maintenance of the neighborhood.

Section 2. **Management.** The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws.

Section 3. **Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

a. cash accounting, as defined by generally accepted accounting principles, shall be employed;

b. accounting and controls should conform to generally accepted accounting principles;

c. cash accounts of the Association shall not be commingled with any other accounts;

d. no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received by the manager shall be transferred for the benefit of the Association;

e. any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

f. financial reports shall be prepared for the Association at least annually containing:

- (1) an income statement reflecting all income and expense activity for the preceding period on a cash basis;

- (2) a statement reflecting all cash receipts and disbursements for the preceding period;
- (3) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (4) a balance sheet as of the last day of the preceding period; and
- (5) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless otherwise determined by the Board of Directors); and

g. an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.

Section 4. **Rights of the Association.** With respect to the Common Area, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with other owners or resident associations, both within and without the neighborhood. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

Section 5. **Enforcement.** The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any non-owner occupant, guest or invitee of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the non-owner occupant; provided, however, if the fine is not paid by the occupant within thirty (30) days or as otherwise set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

a. **Notice.** Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

b. **Hearing.** If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

c. **Additional Enforcement rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Associations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV Officers

Section 1. **Officers.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer and Parliamentarian to be elected from among the Members of of the Association. Thereafter, the Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant

Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors.

Section 2. **Vacancies.** A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. **Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred to be imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The office of Treasurer shall have primary responsibility for the Association's fiscal affairs.

Section 5. **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Agreements, Contracts, Deeds, Leases, Checks, Etc.** The Directors, by resolution, may require that all agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by the Board.

Article V Committees

Section 1. **General.** Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or rules adopted by the Board of Directors.

Article VI Miscellaneous

Section 1. **Fiscal Year.** The fiscal year of the Association shall be defined by the calendar year or as otherwise set by resolution of the Board of Directors.

Section 2. **Parliamentary Rules.** Except as may be modified by Board resolution, “Robert's Rules of Order” (current edition) shall govern the conduct of the Association proceedings when not in conflict with Washington law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. **Conflicts.** If there are conflicts between the provisions of Washington law, the Articles of Incorporation, the Declaration, and these Bylaws, then in that event, the conflicts shall be resolved in the following order: a) Provisions of Washington law, b) Articles of Incorporation, c) Bylaws, and d) Declaration.

Section 4. **Books and Records.**

a. **Inspection by Members and Mortgagees.** The Declaration, Bylaws and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Lot, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Lot at the office of the Association or at such other place within the Properties as the Board shall prescribe.

b. **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (1) notice to be given to the custodian of the records;
- (2) hours and days of the week when such an inspection may be made; &
- (3) payment of the cost of reproducing copies of documents requested.

c. **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make abstracts and a copy of relevant documents at the expense of the Association.

Section 5. **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

a. if to a Member or Voting Member, at their address which the Member or Voting Member has designated in writing and filed with the Secretary, or if no such

address has been designated, at the address of the Lot of such Member or Voting Member; or

b. if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. **Amendment.** These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing eighty (80%) percent of the total votes in the Association. Any amendment will be effective upon ratification by the President and Secretary of the Homeowners Association and shall be recorded in the Auditor's Office of Cowlitz County, Washington.

If an Owner votes to approve any amendment to the Declaration or these Bylaws, it will be conclusively presumed that the Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

DATED this ____ day of _____, 2011.

MARTIN'S BLUFF HOMEOWNERS' ASSOCIATION

By: _____
STACEY ALLINGTON, President

By: _____
DIANA MCCOMAS, Secretary

By: _____
BRIAN CLAYTON, President

By: _____
SUE LUCENTE, Parliamentarian

By: _____
JOANN SPRINGER, Treasurer

[ACKNOWLEDGEMENTS ON PAGE 15 & 16]

STATE OF WASHINGTON)
 : ss.
County of Cowlitz)

On this day personally appeared before me **STACEY ALLINGTON**, to me known to be the individual described in and who executed the above and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal this ____ day of _____, 2011.

Signature: _____
Notary Public in and for the State of Washington
Residing at _____

PRINT NAME: _____
Commission expires: _____

SEAL

STATE OF WASHINGTON)
 : ss.
County of Cowlitz)

On this day personally appeared before me **BRIAN CLAYTON**, to me known to be the individual described in and who executed the above and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal this ____ day of _____, 2011.

Signature: _____
Notary Public in and for the State of Washington
Residing at _____

PRINT NAME: _____
Commission expires: _____

SEAL

STATE OF WASHINGTON)
 : ss.
County of Cowlitz)

On this day personally appeared before me **JOANN SPRINGER**, to me known to be the individual described in and who executed the above and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal this ____ day of _____, 2011.

Signature: _____
Notary Public in and for the State of Washington
Residing at _____

PRINT NAME: _____
Commission expires: _____

SEAL

STATE OF WASHINGTON)
 : ss.
County of Cowlitz)

On this day personally appeared before me **DIANA MCCOMAS**, to me known to be the individual described in and who executed the above and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal this ____ day of _____, 2011.

Signature: _____
Notary Public in and for the State of Washington
Residing at _____

PRINT NAME: _____
Commission expires: _____

SEAL

STATE OF WASHINGTON)
 : ss.
County of Cowlitz)

On this day personally appeared before me **SUE LUCENTE**, to me known to be the individual described in and who executed the above and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal this _____ day of _____, 2011.

Signature: _____
Notary Public in and for the State of Washington
Residing at _____

PRINT NAME: _____
Commission expires: _____

S E A L