

**BYLAWS
OF
NEWBERG CREST HOMEOWNERS ASSOCIATION**
A Washington Non-Profit Corporation

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**BYLAWS
OF
NEWBERG CREST HOMEOWNERS ASSOCIATION**
A Washington Non-Profit Corporation

**ARTICLE I
PURPOSE**

This association shall be conducted as a nonprofit Washington Corporation for the purposes set forth in the Articles of Incorporation. Further, the purposes for which this Association was created may be altered, modified, enlarged or diminished by vote of a majority of the membership at a meeting duly called for such specific purposes; provided, however, that the written notice of such meeting shall be duly given as herein provided and shall specifically set forth the nature of the proposed action.

**ARTICLE II
REGISTERED OFFICE**

The Association shall continuously maintain within the state of Washington a Registered Office as required by the Nonprofit Corporation Act of the state of Washington. The Registered office of Newberg Crest Homeowner's Association shall be the current Secretary's address or located at such other place as may be from time to time by the Board of Directors.

**ARTICLE III
MEMBERSHIP**

3.1 Membership - The membership of the Association shall consist of and be limited to the owners or purchasers of the property subject to the Declaration of Covenants, Conditions and Restrictions recorded under Snohomish County Auditor's File No. 97112110404, and amended under Snohomish County Auditor's File No. 200307180788 records of Snohomish County, WA (the "Declaration").

The privileges and facilities of the Association shall be extended to the spouse/partner and children of a member and, further, may be extended to guests of members under such rules and regulations as the Board of Directors of the Association may hereafter prescribe.

3.2 Membership Transfer - The membership shall be inseparably appurtenant to the lots owned or being purchased by the members and upon the transfer of ownership or the making of a contract for the sale thereof, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee. No membership may be conveyed or transferred in any other way inter vivo. In the event of the death of a member, his or her membership shall pass in the same manner and to the same persons as the lot may transfer.

3.3 Membership Termination - No membership shall be forfeited nor any member expelled except for the nonpayment of dues, then only subject to the discretion of the Directors upon a majority vote of the Directors, and no member may withdraw except upon transfer of title to or upon contracting for the sale of the lot to which his or her membership is appurtenant. No compensation shall be paid by the Association upon the transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Association.

3.4 Voting Rights - Each Lot shall be entitled to one (1) vote. A purchaser under a real estate contract shall be deemed to be a "lot owner" for purposes of voting and assessment.

3.5 Assessment Allocation - The assessment allocation shall be on a per lot basis, irrespective of the size of the particular lot.

ARTICLE IV BOARD OF DIRECTORS

4.1 Powers - The business and affairs of the Association shall be managed by the Board of Directors which shall exercise or direct the exercise of all corporate powers except to the extent Member authorization is required by law, the Articles of Incorporation, the Declaration or these Bylaws. The Board of Directors shall enforce the provisions of the Declaration.

4.2 Number – The number of directors constituting the Board of Directors shall be four (4) consisting of the duly elected President, Vice President, Secretary, and Treasurer. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of their term of office unless the director consents to such removal or resigns.

4.3 Election and Tenure of Office – Each Director shall be elected by ballot at the annual meeting of the Members, to serve two (2) years, or until a successor shall have been elected and qualified, or until death, resignation, or removed, as hereinafter provided in these Bylaws. The term of office shall begin immediately upon election. The Directors must be record owners of a Lot. Each term shall be staggered so that no more than two (2) Director's terms will expire in the same year. To accomplish the intended staggered terms and to avoid the need for any Director to serve a three year term, at the first election following the approval of this provision, the Members shall elect two (2) Directors for one-year terms and two (2) Directors for two-year terms. Directors shall continue in office until their successors have been elected, unless a Director resigns, is removed, or term of office has terminated. No Director shall serve more than three (3) terms in succession. However, a director appointed to fulfill the unexpired term of a predecessor pursuant to Section 4.4 herein may subsequently be elected to serve two (2) terms in succession without regard to the prior partial term served.

4.4 Vacancies - Any vacancy occurring in the Board of Directors shall be filled by appointment by a majority of the remaining Directors. The Director appointed to fill a vacancy shall hold office until the next annual meeting of the membership, at which time the members shall elect a Director to fill the unexpired balance of the term, if any.

4.5 Removal of Directors – Subject to the terms of Section 4.3 hereof, at a meeting of members called expressly for that purpose, one or more directors, including the entire Board of Directors, may be removed, with or without cause, by a vote of a majority of the Members then entitled to vote at an election of directors.

4.6 Compensation - Officers and committee members shall receive no compensation for their services to the Association in the capacity as officer. Officers shall be reimbursed by the Association for such reasonable expenses as they may necessarily incur in the pursuance of the business of the Association.

4.7 Place of Meetings – Meetings of the Board of Directors shall be held at such place or places, as may be designated from time to time by the Board of Directors or as shall be specified in the notice of any such meeting.

4.8 Annual Meeting – The Board of Directors shall meet for the purpose of organizing the election of officers. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place shall be specified in a notice thereof given as provided in Section 4.10 of this Article.

4.9 Special Meetings – Special meetings of the Board of Directors for any purpose may be called at any time by the President, by the Secretary, or by any two (2) directors. Written notice of each special Board of Directors meeting shall be given at least two (2) days before the meeting. Notice shall be deemed given upon receipt or upon mailing, postage prepaid, return receipt requested, at least three (3) days prior to the date notice is due. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

4.10 Quorum – A majority of the number of Directors specified in section 4.2 of these Bylaws shall constitute a quorum for the transaction of business.

4.11 Manner of Acting – The action of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by these Bylaws or the Washington Non-Profit Corporation Act.

4.12 Committees – The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an Architectural Control Committee and Maintenance Committee. Each committee shall consist of two (2) or more members of the Association. The Board of Directors may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except to the extent restricted by statute, the Declaration, or the Articles of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all powers and authority of the Board of Directors. Each such committee shall serve at the pleasure of the Board of Directors. Each committee shall have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors. The designation of any committee and the delegation of authority thereto shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

4.13 Action by Directors Without a Meeting – Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all the directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors of such committee, as the case may be.

4.14 Presumption of Assent – A director of the Association present at a Board of Directors meeting at which action on any corporate matter is taken shall be presumed to have assented to the action unless said director's dissent is entered into the minutes of the meeting or unless a written dissent to such action is filed with the person acting as the Secretary of the meeting before the adjournment thereof or unless said director forwards such dissent by registered mail to the

Secretary of the Association immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

4.15 Waiver of Notice – Attendance of a director at a meeting shall constitute a waiver of notice for such meeting, except where a director attends for the express purpose of objecting to this transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the directors whether before or after the time stated for the meeting shall be equivalent to the giving of notice.

4.16 Fine and Appeals Procedure - This policy shall serve as a guideline for the Board and the Owners, describing the means by which compliance with the Governing Documents will be pursued by the Association. The Board retains full and complete discretion to determine whether any violation identified by the Board, the Association or any Owner will be the subject of enforcement action, and the extent to which the Board and the Association may expend funds, issue orders, levy fines, or conduct hearings to seek compliance.

4.17 Identifying a Possible Violation - A possible violation of the Declaration may be identified by a periodic inspection done to monitor compliance by Association and/or Board investigation, by an Owner's written complaint, or by other reasonable reliable means. The Association and/or Board may periodically monitor compliance by drive through inspections. If an inspection is conducted, a written record of each violation observed may be made. Assuming that the condition is a violation, and it is determined to be a material violation that justifies correction, and that no written approval by the Board for the condition has been issued, then a written Compliance Request will be sent to the Owner of the Lot where the violation has been observed.

4.18 Written Complaint - Any Owner may bring a possible violation to the Board's attention through a written complaint. An Owner's written complaint can be delivered to the Board via U.S. First Class Mail or E-mail, and must contain return contact information. The complaint must identify the property and describe the violation. The Board may investigate, through a Board member or through an agent, to verify the violation exists. If the Board, based upon the investigation, determines that the condition is a violation and it is determined to be a material violation that justifies correction, and no written approval by the Board has been issued, a written compliance request will be sent to the Owner of the Lot where the violation has been observed.

4.19 Approach for Violations - The Board shall use a three step approach for processing violations that are not a health or safety hazard as outlined herein. For violations that constitute a health or safety hazard, as determined by the Board, the Board may impose the Fine described in Step 3 within seven (7) days of sending a written Compliance Request to the Owner of the Lot, where the safety or health hazard has been observed.

Step One: First written Compliance Request sent to Owner with thirty (30) days to respond with a compliance date.

Step Two: Second written Compliance Request sent to Owner with thirty (30) days to respond with a compliance date and a \$50 fine.

Step Three: Third written Compliance Request sent to Owner with thirty (30) days to respond with a compliance date and a \$100 fine.

Every written Compliance Request sent to Owner thereafter will carry a \$200 fine.

4.20 Compliance Request - If a Compliance Request is sent to an Owner, it shall contain the following information:

- a) The address of the property.
- b) The nature of the violation.

- c) A citation to the specific Covenant, Condition, Restriction, or Rule being violated
- d) The amount of time the Owner has to cure the violation.
- e) The manner in which the Owner can achieve compliance which will cure the violation.
- f) The Fine, if any, to be imposed if the violation is not cured as described in the written Compliance Request.
- g) A statement that the Compliance Request serves as a determination that the violation has occurred.
- h) The determination is final unless a written appeal is sent to the Board within thirty (30) days of the next Board meeting (Step Two and Three).
- i) If the Compliance Request is appealed in writing, the Owner has the right to a hearing before the Board to state their case (Step Two and Three).

4.21 Paying a Fine Does Not Cure a Violation - Paying a fine does not relieve an Owner from the responsibility to cure a violation.

4.22 Appeals - Owners may appeal any finding of a violation to the Board. Appeals must be submitted in writing to the Board within fifteen (15) days before the next Board meeting. On an appeal, the decision of the Board is final. The Board will hold a hearing according to the following procedures:

- a) The Owner shall include in their written appeal a narrative description of the basis for the appeal, including references to the provisions of the Governing Documents that support the Owner's position.
- b) The Board will provide to the Owner written notice of the time, date, and location of the hearing.
- c) The hearing shall be open to all Members of the Association, and minutes shall be taken of the hearing.
- d) The Board may confer privately, and shall make their decision orally or in writing, at the Board's discretion. A written notice of the decision shall be sent to the appealing Owner within fourteen (14) days following the hearing.

4.23 Board's Discretion to Impose or Waive Fines and Enforcement - The Board may modify, impose, or waive a fine, seek relief in court, or elect not to seek such relief, according to the Board's discretion.

4.24 Hold Harmless for Board members - Persons exercising authority of the Board are not liable for action or inaction related to the enforcement of the Governing Documents of the Newberg Crest Homeowner's Association.

ARTICLE V MEMBERSHIP MEETINGS

5.1 Annual Meetings – The annual meeting of the Members shall be held on the last Wednesday of September each year at 6:00 PM or at such other date and time as may be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver thereof.

At such annual meeting, the Members shall, subject to the Declaration of Protective Covenants, Conditions and Restrictions, elect by vote a Board of Directors, consider reports of the affairs of the Association, and transact such other business as may be properly brought before the meeting.

5.2 Member Addresses. The owners of each lot shall provide the Secretary of the Association with an address to which all notices may be addressed. In the event of joint ownership of lot, said joint owners shall designate one of their number as their agent for purposes of receiving all notices and other communications from the Association

5.3 Place of Meetings – Meetings of the Members shall be held at locations designated by the Board of Directors, and shall be stated in the notice of meeting or in a duly executed waiver thereof.

5.4 Special Meetings – Special meetings of the Members may be called at any time by the President, or a majority of the Board of Directors. In addition, special meetings may be called by members having not less than one-fourth (1/4th) of the votes entitled to be cast. Notice of any special meetings shall be given in writing no less than ten (10) and no greater than thirty (30) days prior to the meeting, and, in addition, shall state specifically the purpose or purposes for which the special meeting is called.

5.5 Notice of Meetings

- a) Written notice of each annual and special meeting of Members stating the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member of record entitled to vote there, not less than thirty (30) days before the date of the meeting, either by EMAIL (with read receipt) or by United States mail. If mailed, such notice shall be deemed to be timely delivered if deposited in the United States mail, addressed to the Member at his or her address as it appears in the records of the Association, with postage prepaid, return receipt requested, at least three (3) days before notice is due.
- b) Notice of any meeting shall not be required to be given to any person who attends such meeting, except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.
- c) When a meeting is adjourned to another time or place, no notice of the adjourned meeting other than by an announcement at the meeting need be given unless the adjournment is for more than thirty (30) days or a new record date is fixed for the adjourned meeting after such adjournment.

5.6 Quorum – To constitute a quorum at the annual meeting, twenty-five percent (25%) of the votes must be present in person or by written proxy. The quorum for special meeting shall be fifty percent (50%) of the votes present in person or by written proxy. Decisions shall be made by simple majority of those in attendance or voting by proxy.

5.7 Proxies – Each person entitled to vote at a Members meeting of the Association, or entitled to execute a written consent authorizing action in lieu of a meeting, may do so either in person or by proxy executed in writing by the members or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

5.8 Noncumulative Voting – At each election for directors every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of Lots owned by him/her for as many persons as there are directors to be elected and for whose election he/she has a right to vote, but such member shall not have the right to cumulate their votes or to vote in any other fashion.

5.9 Action by Members Without a Meeting – Any action required or permitted to be taken at a Members meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all Members entitled to vote with respect to the subject matter thereof. Any such consent shall be inserted in the minute book as if it were the minutes of a Member's meeting.

ARTICLE VI DUTIES OF OFFICERS

6.1 Elections or Appointment – The Board of Directors, at its annual meeting immediately following the annual meeting of the members shall elect a President, Vice President, Secretary and Treasurer, each of whom shall be members of the Association.

Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except that if the Association has more than one member, then the offices of President and Secretary may not be held by the same person.

The Board may also at any time appoint an executive Secretary or an assistant Secretary and/or assistant Treasurer who need not have membership in the Association and whose terms of office shall coincide with those of the officers they assist.

6.2 Elections and Term of Office – Each officer shall hold office for a period of two (2) years and until a successor shall have been elected and qualified, until the officer's death, resignation, or removal.

6.3 Removal – Any officer may be suspended or removed by a majority vote of the membership at a special meeting called for the specific purpose of considering such suspension or removal. Any vacancy occurring in an elective or appointive office shall be filled by the Board of Directors upon a majority vote thereof.

6.4 Resignations – Any officer of the Association may resign at any time by giving written notice of his resignation to the Association. A resignation shall constitute a forfeit to seek office for a period of two (2) years. Any such resignation shall take effect at the time specified therein; or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

6.5 Vacancies – Vacancies in office, however caused, may be filled by appointment by the Board of Directors at any time for the unexpired term of such offices.

6.6 President – The President shall be the principal executive officer of the Association and, subject to the Board of Directors' control, shall supervise and control all of the business and affairs of the Association. When present, the President shall preside over all Member and Board of Directors meetings. With the Secretary or other officer of the Association authorized by the Board of Directors, the President may sign deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6.7 Vice President – In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers and shall be subject to the restrictions placed upon the President in respect to the performance of such duties. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or by the Board of Directors.

6.8 Secretary – the Secretary shall:

- a) Keep the minutes of all meetings of the Members, Board of Directors and the committees of the Board of Directors, in one or more books provided for that purpose.
- b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- c) Be the custodian of the Association's records.
- d) Keep a register of the address of each Member as furnished by each Member.
- e) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

6.9 Treasurer – The Treasurer shall:

- a) Have charge and custody of, and be responsible for, all funds of the Association including the authorization of preparing checks. All checks require both the Treasurer and Presidents signatures. Checks greater than one thousand (\$1000) and less than five thousand (\$5,000) require approval of the Board of Directors. Any payments greater than five thousand (\$5,000) require the approval of the Members.
- b) Receive and give receipts for monies due and payable to the Association from any source whatsoever.
- c) Keep full and accurate accounts of receipts and moneys in books belonging to the Association;
- d) Deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be designated by the Board of Directors.
- e) Disburse the funds of the Association and supervise the investments of its funds, taking proper vouchers therefore.
- f) Render to the Board of Directors, whenever the Board of Directors may require, and account of the financial condition of the Association.
- g) In general, perform all of the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

6.10 Architectural Control Committee - The Architectural Control Committee (ACC) Chair and Members shall be appointed by the Board of Directors. The ACC shall report to and be responsible to the Board of Directors.

6.11 Powers and Duties of the ACC – The ACC shall have the powers and duties necessary for the administration of the affairs thereof consistent with the purposes and objects set forth in the Articles of Incorporation, Declaration, and Bylaws, and pursuant to the laws of the State of Washington.

6.12 Maintenance Committee Chair - The Maintenance Committee Chair (MCC) and Members shall be appointed by the Board of Directors. The MCC shall report to and be responsible to the Board of Directors.

6.13 Powers and Duties of the MCC – The MCC shall have the powers and duties necessary for the administration of the affairs thereof consistent with the purposes and objects set forth in the Articles of Incorporation, Declaration, and Bylaws, and pursuant to the laws of the State of Washington

6.14 Assistants – The Board of Directors may appoint or authorize the appointment of assistants to any officer. Such assistants may exercise the power of such officer and shall perform such duties as are prescribed from time to time by the Board of Directors.

ARTICLE VII CONTRACTS, LOANS, CHECKS, AND DEPOSITS

7.1 Contracts – The Board of Directors may authorize any Officer or Officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

7.2 Loans – No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loans shall be made by the Corporation to its Directors or Officers.

7.3 Checks, Notes, Drafts, Etc. – All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Association by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by any Officer or Officers authorized by the Board of Directors to make such designation.

7.4 Deposits – All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may designate.

ARTICLE VIII WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or director of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Washington Non-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX INDEMINIFICATION

To the full extent permitted by the Washington Non-Profit Corporation Act, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the Association or otherwise) by reason of the fact that said person is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of

another Association, against expenses (including attorneys' fees, judgment, fines and amounts paid in settlement) actually and reasonably incurred by said person in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnification of any other person which the Association has the power to indemnify under the Washington Non-Profit Corporation Act.

ARTICLE X DUES AND ASSESSMENTS

10.1 Fiscal Year – The fiscal year of the association shall be the calendar year. This period may be hereafter changed by the Board of Directors.

10.2 Annual Dues - The Board of Directors shall have the authority to establish, charge, and assess annual dues for each lot or parcel in Newberg Crest. Such dues and assessments may be modified by the affirmative vote of a majority of the Board of Directors at the annual meeting for each year after the initial year of the Association; provided, however, that such amendments shall be subject to the limitations set forth in the Declaration; provided, further, that the membership by an affirmative vote of simple majority of those present or voting by proxy may also amend the dues or assessments at the annual meeting or at any special meeting called for the specific purpose of modifying or amending the dues or assessments

Dues notices will be sent electronically or by U.S. Postage upon request on or about January 1st of each year with a due date of January 30th. This date may be hereafter changed by the Board of Directors.

10.3 Inspection of Association Records – Any person who shall have been a Member of record for at least six (6) months immediately preceding this demand, upon written demand, stating the purpose thereof, shall have the right to examine, in person, or by agent or attorney at any reasonable time or for any proper purpose, the Association books and records of account, minutes and records of Members and to make extracts there from.

10.4 Annual Report – The Board of Directors shall produce an annual report, as provided by law, to be filed with the Secretary of State at such time as it is required to pay its annual license fee.

10.5 Fee's and Liens - In the event any Member fails to make any payment set forth in the Articles of Incorporation, the Declaration, or these Bylaws in a timely manner, the Association, shall have a consensual lien upon the defaulting Member's Lot. Said lien shall be enforced and foreclosed in the manner prescribed for labor and materiel liens within the State of Washington.

10.6 Voting Rights - All dues, fees and assessments must be paid before the member or owner may vote at any meeting of owners or members.

ARTICLE XI AMENDMENTS

These Bylaws may be amended at any time by sixty percent (60%) majority vote of the membership of the Association at a Special Meeting called for that purpose.

**ARTICLE XII
DATE OF ADOPTION**

These Bylaws are duly adopted by the Association on this 21st day of August, 2012 after a 37 Yes
0 No vote by the members.

In WITNESS WHEREOF, we, being all of the Directors of the Newberg Crest Homeowners
Association, have hereunto set our hands this 21st day of August, 2012 having incorporated all
revisions established by the Association.

/signature on file
Kathleen DelSesto
Secretary

/signature on file
Brian McMahan
Treasurer

/signature on file
Jake Bredinger
Vice President

/signature on file
Lee Briggs
President