

AMENDMENT TO BYLAWS OF CRYSTAL VIEW
ESTATES HOMEOWNERS ASSOCIATION

I. RECITALS

Whereas, the Bylaws of Crystal View Estates Homeowners Association were originally adopted on February 5, 2003;

Whereas, an Amendment of Bylaws to Crystal View Estates Homeowners Association was adopted on February 7, 1993;

Whereas, the Association, pursuant to the authority granted to the Association in the Articles of Incorporation, the Bylaws, and the Declaration of Covenants, Conditions, Restrictions and Easements, hereby amends the Bylaws as follows:

II. AMENDMENT

1. The current Article XI shall be re-designated as Article XII.
2. Article XI shall be amended by inserting the following language:

XI. DOCK MOORAGE

11.1 Description of Moorage Slips. An expanded dock structure shall be constructed. The right to purchase a license to a moorage slip shall require concurrent membership in the Association. The property upon which the expanded dock structure will be located is leased from the Department of Natural Resources. The dock structure is owned and maintained by the Association, but exclusive rights to use and occupy individual moorage slips will be conveyed to Association Members.

11.2 Moorage Definitions.

License: License is a privilege to go on and use premises for a certain purpose, but does not operate to confer on, or vest in Licensee any title, interest, or estate in the property.

Moorage Slip: Moorage Slip means one of the 60 spaces on the dock where boats and other watercraft can be moored.

11.3 Sale of Moorage Slips. Each Member shall be given written notice of the opportunity to purchase a license to a single moorage slip. The terms of purchase shall be as follows:

(a) The total purchase price for a moorage slip shall be a proportional share of the overall project costs. All deposits made by Members to continue participation in the dock project are non-refundable. Members who have not made deposit payments to the Association forfeit any right to a moorage slip unless they purchase such right from another participating Member or the Association. Members will be transferred an exclusive license to the moorage slips once dock construction is complete and at the time the Member pays in full their proportionate share of project costs to the Association.

(b) Assignment of the actual moorage slip spaces among the purchasers shall all be determined based on a lottery draw that will be administered by the Board upon completion of the dock construction. All slip assignments established by the lottery are final but Members may choose to trade slips amongst themselves.

(c) Members right to use and occupy their moorage slip shall be conveyed by the Association in the form of an license. All Members assigned a moorage slip in the lottery shall execute the Association's License Agreement.

11.4 Moorage Slips Not Sold. In the event one or more moorage slips are not acquired when the expanded dock structure is completed, the Board will assume responsibility for the sale of said slip(s), and any net sale proceeds shall be deposited into the operating fund for the Crystal View Estates Homeowners Association marina.

11.5 Transfer of Moorage Slip. No owner of a license to a moorage slip shall sell, gift, devise, or otherwise transfer a moorage slip to any non-member. Members may transfer ownership of their license to a moorage slip to another Member in the Association.

In transferring ownership of the license to a Moorage Slip, a Member shall use the Crystal View Homeowners Association Moorage Slip Assignment form, and shall obtain approval from the Board in writing. Further, a Moorage Slip Licensee shall be required to transfer his or her privileges under the License Agreement to his or her successor in interest, or to an eligible member of the Crystal View Estates Homeowners Association prior to the time a Moorage Slip licensee ceases to be a Member of the Association. If said Member (the "Transferring Moorage Slip licensee") fails to transfer the license before ceasing to be a member of the Association, then the license shall automatically transfer to the Crystal View Estates Homeowners Association. In the event the license is automatically transferred to the Association, the Transferring Moorage Slip Licensee shall remain responsible for all moorage fees, dues and/or assessments until such time as the Association is successful in selling/transferring said moorage slip to a new Member of the Association. In addition, the Association shall have the absolute right to sell the Moorage Slip at a price determined to be

reasonable in the Association's sole discretion and upon the sale and/or transfer of said Moorage Slip to a new Member, the Transferring Moorage Slip Licensee shall be entitled to net sale proceeds (sale proceeds less any unpaid dues, assessments, moorage dues, fines, special assessments, interest or attorney's fees), owed by the Transferring Moorage Slip Licensee to the Association. Further, the Association, while it is attempting to sell the Moorage Slip, shall have the right to lease said slip to any Member of the Association, and any lease payments received by the Association shall be credited towards any of the aforesaid obligations of the Transferring Moorage Slip Licensee. Any excess lease payments shall be the property of the Association.

11.6 Maintenance of Common Areas. The Association shall keep the common areas of the dock clean, and make all necessary repairs to make the dock and slips safe. Cleaning and repair costs will be paid by the Association out of funds collected by Dock Moorage Dues.

11.7 Association Improvements. The board shall have the authority to arrange for and supervise any additions, improvements or repairs to the moorage dock, subject to the following limitations:

(a) No adaptations or improvements will negatively affect the dock structure.

(b) If the estimate cost of any separate additions or improvements exceed \$10,000, the approval of a majority of the slip licensees shall be required. If such estimate cost exceeds \$25,000, the approval of two-thirds (2/3) of the slip licensees in the Association shall be required.

11.8 No Alteration of Dock. No structural changes, remodeling, additions, or other alternations shall be made by any Member, except upon the prior written consent of a majority of the Board of Directors.

11.9 Entry. The Association and its agents or employees may enter any areas to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the board to be necessary. Should slip licensee fail to timely make necessary repairs or perform necessary maintenance, the Association shall have the right to enter and complete said maintenance and/or repairs (or to hire an agent to do so) the cost and expense of which shall be billed as additional dues to the slip licensee.

11.10 Maintenance of Moorage Slips. Further, each slip licensee shall, at the slip licensee's sole expense, keep the moorage slip and surrounding area in a clean and sanitary condition, and in good order, condition and repair. The slip licensee shall be solely responsible to make repairs to the slip, any portion of the expanded dock or any other damage resulting from or caused by the moorage slip licensee, their invitees, licensee's or guests, or anyone that uses that licensee's slip, for any negligence, neglect or misuse. Further, each moorage slip

licensee shall, at all times, and regardless of whether or not he or she is mooring a boat, be responsible for his or her moorage slip.

11.11 Liens. All slip licensees shall keep the dock and all other common areas free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by the slip licensees, and shall hold the Association harmless against the same.

11.12 Maximum Boat Length. The maximum length of any boat moored in any slip shall be such that any part of the boat, motor, swim step, or any other projection may not extend over the walkway or past the end of the pier unless otherwise approved by the Board.

11.13 Risk. All personal property and fixtures of any kind or description whatsoever on or near the dock shall be at the slip licensee's sole risk, and the Association shall not be liable for any damage done to or loss of such personal property and/or fixtures.

11.14 Sub Lease. With the approval of the Board, a slip licensee may lease his or her moorage slip to any other Member of the Association. No slip licensee shall lease their slip to a non-member of the Association.

11.15 Insurance. All slip licensees, regardless of whether or not they are presently mooring a vessel at their slip, shall maintain public liability insurance on their slips in amounts as required by the Association Board.

11.16 Dangerous Material. No slip licensee shall keep, have in the area surrounding the slip, or allow others to keep any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or environmental contamination.

11.17 Indemnity/Hold Harmless. All slip licensees agree that at the sole option of the Association, they shall either indemnify or shall defend and hold the Association, its officers, employees, and agents harmless from all claims for damages to persons or property occurring on or near the moorage slips, and caused by the negligence of the moorage slip owners, their agents, invitees, or for that matter anyone using, even with out their permission, the slip licensee's moorage slip. All moorage slip owners waive their immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement.

11.18 Environmental/Hold Harmless. All slip licensees agree that at the sole option of the Association, they shall either indemnify or shall defend and hold the Association, its officers, employees, and agents harmless from all costs or liabilities arising from any environmental contamination or noncompliance with any applicable federal, state or local environmental law, regulation or ordinance now or hereafter in force, resulting from the acts and/or omissions of the slip licensees, their agents or invitees.

11.19 Dock Moorage Dues. In addition to the dues and assessments set forth in Article VI of the Declaration of Covenants, Conditions, Restrictions and Easements, by acceptance of the License Agreement the Licensee is deemed to covenant and agree to be responsible to pay annual moorage dues, for any special assessment for repairs and other expenses involved in maintaining the moorage, which amount shall be determined by a majority of the slip licensees and approved by the Board. Cleaning and maintenance of the dock will be paid out of dock moorage dues. Any such dues, assessments or special assessments, together with interest thereon, late charges, attorney's fees, court costs, and other costs of collection shall be a continuing lien upon the Lot associated with the License Agreement and enforceable per Article VI of the Declaration of Covenants, Conditions, Restrictions and Easements. In addition, each obligation, together with interest and other costs, shall also be the personal obligation of the slip licensee to whom such assessment, dues and costs and/or special assessments relate.

11.20 Dock Rules/Regulations. The Board shall have the absolute right to adopt and publish policies, rules and regulations governing the use of the dock structure and facilities and the personal conduct of the slip licensees, as well as other Members and to their guests thereon, and to establish penalties, fines and/or special assessments for the infraction thereof. Any such penalties and/or special assessments shall become a lien against the Lot associated with the Member's license agreement.

11.21 Delinquent Assessments - Moorage. If assessments are more than thirty (30) days delinquent for a moorage slip which is rented to another Member, the Association may collect from that Member (tenant) so much of the rent for the moorage slip as is required to pay any amounts due for assessments, plus interest and costs. The payment to the Association will discharge the tenant's obligation to the Member for rental of the moorage slip.

11.22 Attorney's Fees and Costs. In the event the Association or a slip licensee retains an attorney to enforce any covenant or term of these Amended Bylaws, or to pursue any other remedy as provided by law, the prevailing party shall be entitled to recover a reasonable sum for attorney's fees and all other costs and expenses in connection with such action, which sum shall be included in any judgment or decree entered.

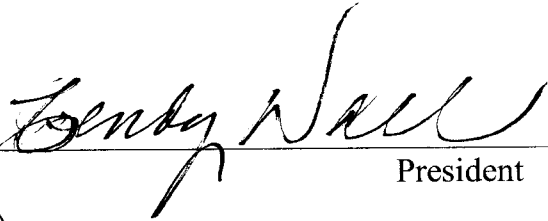
11.23 Venue. The venue of any action instituted to enforce these Bylaws or any portion thereof, shall be in Chelan County, State of Washington.

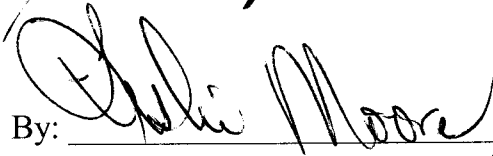
III. MISCELLANEOUS

The balance of the Bylaws of Crystal View Estates Homeowners Association shall remain as written and in full force and effect.

DATED this 4th day of June, 2016.

CRYSTAL VIEW ESTATES HOMEOWNERS
ASSOCIATION, A Washington non-profit
corporation

By:  President

By:  Secretary