

BY LAWS
OF
BRAE BURN, INC.

ARTICLE I

DEFINITIONS

Section 1. "Corporation"

The "corporation" shall mean and refer to BRAE BURN, INC., a nonprofit corporation organized and existing under the laws of the State of Washington, and its successors and assigns.

Section 2. "Properties"

The "properties" shall mean all such existing property, and additions thereto, as are subject to the declaration of covenants, conditions and restrictions for the plat of Brae Burn, and such additions thereto as there may hereafter be brought within the jurisdiction of the corporation by annexation as provided in Article II, Section 2, of said declaration of covenants, conditions and restrictions.

Section 3. "Common Properties"

The "common properties" shall mean all real property owned by the corporation for the common use and enjoyment of the members of the corporation and shall not include any streets or other areas dedicated to public use.

Section 4. "Developer"

The "developer" shall mean and refer to Sherwood Development Co., a Washington corporation, and any successors or assigns engaged in land development and/or wholesale land sale activities which are the same as, or similar to, those of Sherwood Development Co.

Section 5. "Lot"

The "lot" shall mean any plot of land shown upon any recorded plat of the properties, with the exception of common properties as heretofore defined.

Section 6. "Owner"

The "owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant and Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 7. "Contract Purchaser"

The "contract purchaser" shall mean and refer to any person or persons acquiring fee simple title to any lot or lots by a real property contract of sale.

Section 8. "Member"

"Member" shall mean and refer to all those who are members of the corporation as provided in Article III, Section 1, hereof.

Section 9. "Associate Member"

"Associate Member" shall mean and refer to all those who are associate members of the corporation as provided in Article III, Section 6, hereof.

Section 10. "Board"

The Board shall mean and refer to the Board of Trustees of the Association, as provided for in Article VII.

ARTICLE II

Section 1. Location

The principal office of the corporation shall be located at 2409 182nd Avenue N.E., Redmond, Washington 98052.

ARTICLE III

MEMBERSHIP

Section 1. "General Membership"

Every person or entity who is the fee owner or contract purchaser of any lot which is subject by covenants of record to assessment by the developer or the corporation, shall be a member of the corporation, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. No person shall have more than one membership regardless of the number of lots owned or being purchased by such person, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the corporation than any other member. If any lot or lots are held jointly by two (2) or more persons, the several owners of such interest shall be entitled collectively to cast one (1) vote, and in such event the said joint owners shall designate one of their number as "member". For the purposes of this Section, General Member's rights shall apply to the joint owner designated as member and immediate family. Immediate family is defined as husband, wife, partner or child of member who is permanently living with said member of any lot, which is subject by covenants of record.

Section 2. Membership

Membership in this corporation and certificates of membership evidencing the same shall be inseparably appurtenant to the fee ownership or contract purchaser's interest in any lot. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership shall be deemed to be transferred to the grantee, Contract purchaser or new contract purchaser, as the case may be. No membership may be transferred, assigned or conveyed in any manner other than in the manner herein set forth.

Section 3. Membership Rights

The rights of membership are subject to the payment of fees, dues and monthly assessments levied by the corporation, the obligation of which fees, dues and assessments is imposed against each owner or contract purchaser of and becomes a lien upon the property against which such charges and assessments are made as provided by Article V of the declaration of covenants, conditions and restrictions to which the properties are subject, the provisions of which are hereby incorporated by reference as if fully set forth herein.

Section 4. Membership Suspension

A. Dues & Assessments

Membership rights of any member, whose interest in the properties is subject to charges and assessments under Article III, Section 3, whether or not personally obligated to pay such assessments, may be suspended by action of the Board of Trustees during the period when the assessments remain unpaid. Such suspension shall mean loss of all membership rights and privileges, including but not limited to access and use of all common property. Upon payment of such assessments, Membership rights and privileges shall be automatically restored.

B. Rules & Regulations

The Board of Trustees, having adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section I (d), may, at their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

C. Covenants - Non Compliance

A membership shall be subject to forfeiture and any member may be expelled by action of the Board of Trustees for

violation of any restrictive covenant applicable to the platted lot or lots owned or being purchased by the member. Such forfeiture and expulsion shall mean and include use of all access and use of common property and voting privileges. Upon compliance, as certified by the Board, such forfeiture and expulsion action shall be rescinded by Board action and all rights and privileges shall be reinstated.

D. "Withdrawal"

No member may withdraw except upon transfer of title to the platted lot or lots to which membership is appurtenant, as provided in Article III, Section 2. The corporation shall pay no compensation to a transferor upon any 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 corporation.

Section 5 - Other Classes of Membership

A. Associate Membership

Those family units, not members of the corporation as previously defined, not to exceed FORTY (40) at any one time, who submit an application promising to abide by and observe all By-Laws, rules and regulations as now adopted or hereafter amended, and to pay an initiation fee as listed in the Schedule of Fees. A deposit, as designated in the Schedule of Fees, shall accompany the application and is non-refundable. The balance of the Initiation Fee is due in full at time of joining. An annual fee as listed in the Schedule of Fees is required and can be paid in monthly installments, for the use of the common properties and facilities of Brae Burn, Inc. by those who have been approved by the Board of Trustees as Associate Members of Brae Burn, Inc. Membership shall be binding upon both parties for a period of one (1) year and may be renewed only upon approval of the Board of Trustees. An Associate member desiring to resign his/her membership during the one-year period shall submit a written resignation request giving a thirty (30) day notice of resignation. Such resignation shall be reviewed by the Board of Trustees and, if accepted by the Board of Trustees, shall become effective on the first day of the first full calendar following acceptance of the notice. Associate Members shall have no vote or authority in Brae Burn, Inc., but may serve on certain committees. It is further understood that only the person designated as an associate member and his/her immediate family unit shall have the membership privileges for the use of the common properties and facilities. Immediate family unit is defined as husband, wife, partner, and children up to the age of twenty-five (25), of associate member. All individuals of the immediate family unit entitled to associate membership privileges must be permanently living with said associate member.

B. Emeritus Membership

As of the effective date of this amendment, the Board of Trustees shall be empowered to grant Emeritus Membership to former General Members, as defined in Article III, Section 1. To be eligible for Emeritus Membership an applicant must have been a General Member for fifteen (15) years and no longer reside in the community and no longer hold a General Membership by ownership of any lot. Emeritus Members shall have no vote or authority in Brae Burn, Inc., but may serve on certain committees. It is further understood that only the person(s) designated as Emeritus Members shall have membership privileges for the use of the common properties and facilities, such rights and privileges shall apply to the Emeritus Member and spouse/partner but shall not apply to any other immediate family members. There is no waiting list for Emeritus Membership and the Board of Trustees shall act on each application within sixty (60) days after receipt of such application. Emeritus Members are required to pay the annual fee as set forth in the Brae Burn Inc. Schedule of Fees. This fee may be paid in monthly installments, which shall be due on the first day of each calendar month. An Emeritus Member shall be subject to and abide by all the By-Laws, rules and regulations of the corporation as now adopted and hereafter amended.

Section 6. Membership Rights

Associate Members are subject to the payment of fees and monthly dues under Article III, Section 6, and may be suspended by action of the Board of Trustees during the period when the dues or fees remain unpaid; but, upon payment of such fees or dues, all rights and privileges will be automatically restored. The Board of Trustees, having adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of and person thereon, as provided in Article IX, Section I (d), may at their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Section 7. "Associate Forfeiture"

An Associate Membership shall be subject to forfeiture and any such member may be expelled by action of the Board of Trustees for non-payment of fees or dues within sixty (60) days of the due date. In case suit is initiated to collect monthly

dues, or any charges aforesaid, or indebtedness to Brae Burn, Inc., such member shall also pay, in addition to court costs, a reasonable sum as attorney's fees in said action. All associate memberships shall be non-transferable.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. "General Rights"

Each member and such member's immediate family as defined in Article III, Section 1, and temporary house guests shall be entitled to the use and enjoyment of the common properties and facilities as provided by Article IV, declaration of covenants, conditions and restrictions applicable to the properties.

Section 2. "Delegation of Rights"

Any member may delegate their rights of enjoyment in the common properties and facilities to the members of their family who reside upon the properties or to tenants who reside thereon or a leasehold interest for a term of one (1) year or more. The rights and privileges of such person are subject to suspension under Article III, Sections 4 and 5, to the same extent as those of the member.

Section 3. Associate Member Rights

Each associate member and such associate member's immediate family as defined in Article III, Section 5A, thereof, shall be entitled to the use and enjoyment of the common properties and facilities as provided by Article IV, Declaration of Covenants, Conditions and Restrictions applicable to the properties.

ARTICLE V

CORPORATION PURPOSES AND POWERS

Section 1. "Purpose"

This corporation shall be conducted as a nonprofit corporation for the purposes set forth in the Articles of Incorporation.

Section 2. "Powers"

The corporation shall have power to levy and collect dues and fees and assessments against its members and associate members and against the platted lots owned or being purchased by the members for the purposes set forth in its Articles of Incorporation and by these By-Laws and, also, the power to impose initiation fees and membership dues for membership and associate membership in this corporation, and to fix the amounts thereof, and to forfeit their interest in the corporation for default with respect to any lawful provisions of said Articles of Incorporation and By-Laws.

ARTICLE VI

ASSESSMENTS

Section 1. Monthly Assessments

The amount of the monthly assessment provided for in Article V, Section I (d), of the declaration of covenants, conditions and restrictions applicable to the properties may be increased or decreased by vote of the members as hereinafter provided for the next succeeding one (1) year and at the end of each such one (1) year period for each succeeding one (1) year period, provided that any such change shall have the assent of two-thirds (2/3) of the members voting in person or by proxy at a meeting called for that purpose, written notice of which shall be sent to all members no less than thirty (30) days or more than sixty (60) days in advance and shall set forth the date, time and purpose of the meeting. The Board of Trustees of the corporation may, after consideration of current maintenance costs and future needs of the corporation, fix the actual monthly assessment at a lesser amount.

Section 2. "Special Assessments"

The corporation, in addition to the monthly assessments outlined by Article V, Section I (d), of the declaration of covenants, conditions and restrictions applicable to the property, may levy special assessments for the purpose of

defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds (2/3) of the members of the corporation at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than 60 days in advance and shall set forth the date, time and purpose of the meeting.

Section 3. "Quorum Requirements"

The quorum required for any action authorized by Sections 1 and 2 hereof shall be as follows: AT the first meeting called, as provided in Sections 1 and 2 hereof, the presence at the meeting of members, or of proxies constituting sixty per cent (60%) of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 1 and 2, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VII

BOARD OF TRUSTEES

Section 1. "Board Members"

The corporate powers of this corporation shall be managed by a Board of Trustees of seven (7) members who must be members of the corporation. No trustee shall be elected or serve unless he or she conforms to all of the requirements of membership as set forth in Article III of the By-Laws of the Corporation. No husband and wife can serve concurrently as trustees.

Section 2. "Term of Office"

Beginning January 1998 three trustees shall be elected for a one-year term and four trustees shall be elected for a two-year term. In 1999 three trustees shall be elected for a two-year term. The schedule of 4/3 shall continue beginning 2000. No member may serve as trustee for more than two (2) consecutive years unless a three-quarters (3/4's) majority of the present membership votes, by special ballot immediately preceding the regular balloting for election of trustees, to retain a trustee for more than two (2) years in succession.

Section 3. "Removal"

Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of the corporation. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. "Compensation"

No trustee shall receive any salary or compensation from the corporation.

Section 5. "Special Actions"

The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtain the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

ARTICLE VIII

NOMINATION AND ELECTION OF TRUSTEES

Section 1. "Election"

Election to the Board of Trustees shall be by written ballot at the Annual Membership Meeting. At such election, the members or their proxies may each cast one vote. The names receiving the largest number of votes shall be elected.

Section 2. "Nomination"

An Ad Hoc nominating committee shall make nominations for election to the Board of Trustees. Nominations may also be

made from the floor at the annual meeting. The nominating committee shall be composed of a chairman, who shall be a member of the Board of Trustees, and two (2) or more members of the corporation. The Board of Trustees shall appoint the nominating committee a minimum of thirty (30) days prior to each annual meeting of the members. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from the members.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. "Powers"

The Board of Trustees shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of twenty per cent (20%) of the voting membership, as provided in Article XIII, Section 3;
- (b) To appoint and remove for cause all officers, agents and employees of the corporation, describe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or trustee of the corporation in any capacity whatsoever;
- (c) To establish, levy and assess, and collect the assessments charges or dues referred to in Article III, Section 3 and 6;
- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guest thereon. Any rule changes proposed by any individual, Group, or committee must be submitted, thirty (30) days in advance of the date that the Board shall vote to approve or disapprove said proposed changes. Upon approval, the Board shall set effective date of new rules;
- (e) To exercise for the corporation all powers, duties and authority vested in or delegated to this corporation, except those reserved to members in the covenants;
- (f) In the event that any member of the Board of Trustees of this corporation shall be absent from three (3) consecutive meetings of the Board of Trustees, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent trustee to be vacant;
- (g) To issue certificates of membership to fee owners and contract purchasers of lots in the properties at any time, subject to the conditions and terms provided in the Articles of Incorporation, these By-Laws and the declaration of covenants, conditions and restrictions applicable to the properties;
- (h) To approve or disapprove applications of, and to issue certificates of associate membership to those who would be associate members subject to the conditions and terms provided in the Articles of Incorporation, these By-Laws, and the Declaration of Covenants, Conditions, and Restrictions applicable to the properties.

Section 2. "Duties"

It shall be the duty of the Board of Trustees

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- (a) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by twenty per percent (20%) of the voting membership, as provided in Article XIII, Section 3;
- (b) To supervise all officers, agents and employees of the corporation, and to see that their duties are properly performed;
- (c) To appoint an Ad Hoc audit committee to supervise the annual audit of the corporation's books, approve the annual budget, balance sheet statement, and statement of receipts and disbursements. These are to be presented to the membership at its regular annual meeting as provided in Article XIII, Section 1. The treasurer shall be EXOFFICIO member of the committee.

ARTICLE X

TRUSTEES ' MEETINGS

Section 1. "Regular Meetings"

A regular meeting of the Board of Trustees shall be held monthly at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next which is not a legal holiday. Such meetings shall be open to all members of the corporation.

Section 2. "Special Meetings"

Special meetings of the Board of Trustees shall be held when called by the president of the corporation or by, any two- (2) trustees after not less than three- (3) days' notice to each trustee.

Section 3. "Quorum"

The majority, of the Board of Trustees shall constitute a quorum thereof.

ARTICLE XI OFFICERS

Section 1. "Election"

At the meeting of the Board of Trustees to be held immediately after each annual meeting of the members, the Board of Trustees shall elect a president, vice-president, secretary and treasurer. The Board may also at any time appoint an executive secretary and/or assistant secretary and/or assistant treasurer. The officers of the corporation so elected shall hold office for the term of one (1) year from the date of the annual meeting and until their successors are elected and qualified. Any officer may be suspended or removed by a majority vote of all of the trustees.

Section 2. "Officers"

The officers shall be chosen by majority vote of the trustees.

Section 3. "President"

The president shall preside at all meetings of the Board of Trustees and members, shall sign, as president, all certificates of membership and all contracts and other instruments in authorized by the Board of Trustees. The President shall call special meetings of the Trustees or of the members whenever deemed necessary, or whenever a special meeting is mandatory under the provisions of these By-Laws, and shall have and exercise, under the direction of the Board of Trustees, the general supervision of the affairs of the corporation,

Section 4. "Vice President"

The vice-president shall perform all the duties of the President in his absence. The Vice President serves and the Chair of the Membership and Architectural Control Committees.

Section 5. "Secretary"

The secretary shall be the ex officio secretary of the Board of Trustees, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose, shall sign all certificates of membership, shall keep the records of the corporation, shall record in a book kept for that purpose the names of all members of the corporation together with their addresses as registered by such members

Section 6. "Treasurer"

The treasurer shall receive, keep safely and deposit all monies and securities of the corporation and disburse the same under the direction of the Board of Trustees. The treasurer shall cause to be deposited all funds of the corporation in a bank selected by the trustees. At each annual meeting of the members, and at any time directed by the trustees, shall issue and present a statement showing the condition of the financial affairs of the corporation. The treasurer shall sign all checks and notes of the corporation, provided that the president and/or vice-president shall also sign such checks and

notes. The treasurer shall keep proper books of account and cause an annual audit of the corporation's books to be made by a certified public accountant at the completion of the fiscal year. The Treasurer shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting. The Treasurer shall submit the proposed annual budget or summary thereof, to each general member no later than fourteen days prior to the date of the annual meeting. The annual budget shall be subject to ratification by the general members in accordance with Article XIII, Section 4. If required, the Treasurer shall prepare any special budget. Upon approval by the Board of Trustees, such special budget, or summary thereof, shall be submitted to the membership no later than fourteen (14) days prior to the date set for such special meeting as specified in Article XIII Section 3. Any special budget shall be subject to ratification by the membership at a special meeting called for such purpose in accordance with Article XIII, Section 4.

Section 7. "Assistants"

The assistant secretary and/or assistant treasurer, if appointed by the Board of Trustees, shall perform such duties as requested by the board.

Section 8. "Holding two offices"

Any officer, other than the president, may occupy two offices concurrently if the Board of Trustees so authorizes.

Section 10. "Exofficio Members"

The immediate past president of the Board of Trustees, unless re-elected to the Board of Trustees, shall automatically serve as an exofficio member of the Board of Trustees for one year, providing they conform to membership requirements as set forth in Article III of the By-Laws of the Corporation.

ARTICLE XII

Section 1. "Standing Committees"

Standing committees of the corporation shall be:

ARCHITECTURAL CONTROL
MAINTENANCE COMMITTEE
MEMBERSHIP COMMITTEE
PUBLICITY COMMITTEE
GOLF COMMITTEE
SOCIAL COMMITTEE

Unless otherwise provided herein, each committee shall consist of a chairman and two (2) or more members. The committee chairman shall be appointed by the Board of Trustees as soon after each annual meeting as possible to serve from the date of the annual meeting until their successors are appointed after the next annual meeting. The Board of Trustees may appoint such other committees as it deems desirable.

Section 2. "Architectural Control"

The architectural control committee shall have the duties and functions described in Article VI, Section 2, Declaration of Covenants, Conditions and Restrictions applicable to the properties. It shall watch for any proposals, programs, or activities which may adversely effect the residential value of the properties and shall advise the president regarding corporation action on such matters. Committee members shall be general members of the corporation.

Section 3. "Maintenance"

The maintenance committee shall advise the president on all matters pertaining to the maintenance, repair, improvement, or, development of the common properties and facilities of the corporation and prepare a budget for inclusion in the annual budget. The maintenance committee shall be composed of a general chairman and chairman of the greens, clubhouse, and pool subcommittees. Subcommittee members shall be appointed by the general chairman upon recommendations by, the sub-committee chairmen and shall not be members of the maintenance committee.

(a). "Greens Chair"

Shall advise the general chairman on matters pertaining to the maintenance, repair, improvement, or development of the golf course grounds and equipment and any other recreational facility separate from the clubhouse and pool.

(b) "Club House Chair"

Shall advise the general chairman on matters pertaining to the maintenance, repair, improvement or development of the clubhouse.

(c) "Pool Chair"

Shall advise the general chairman on matter pertaining to the maintenance, repair, improvement, or development of the pool.

Section 4. "Membership Committee"

The membership committee shall advise the president on all matter pertaining to associate memberships and shall prepare and prepare and distribute applications forms to prospective members, provide them a packet of information on Brae Burn, Inc. arrange for tours of the facilities, review returned applications, interview applicants, select, for Board approval, applicants to become associate members, and any other duties as required to process associate memberships.

Section 5. "Publicity Committee"

The publicity committee shall inform the members and associate members of all activities and functions of the corporation and cause a roster of members and associate members to be published and distributed annually. It shall also, after consulting with the president, make such public releases and announcements as are in the best interests of the corporation.

Section 6. "Golf Committee"

The golf committee, Chaired by the Golf Trustee, shall be responsible to the president for planning and conducting all golf activities, including tournaments, rules, handicapping, women's and junior golf programs, and awards. The golf committee shall consist of a general chair and the chair of the tournament, rules, handicap, women's golf, junior golf, and awards sub-committees. Sub-committee members shall be appointed by the general chairman upon recommendation by the sub-committee chairmen and shall not be members of the golf committee.

(a) Tournament Chair

Shall be responsible to the Golf Trustee for planning and conducting men's and mixed competitions. The chair shall consult with the women's golf chair in scheduling men's competitions and mixed events to insure compatibility of dates. The chair shall arrange for supervision of all men's and mixed competitions and prepare a publication of conditions regarding such events. The chair shall prepare a schedule of all golf events to include men's, women's and mixed competitions. This will be presented to the golf committee for approval and then distributed in printed form to all members and associate members well in advance of the season.

(b) "Rules Chair"

Shall be responsible to the Golf Trustee for advice on rules of golf. The chair shall cooperate with the tournament and women's golf chair in planning and conducting competitions and promote knowledge of and adherence to the rules of golf among all golfers including juniors. The chair shall conduct a meeting for all golfers prior to the beginning of each season for rules discussion and instruction.

(c) "Handicap Chair"

Shall be responsible to the Golf Trustee for all aspects of handicapping including the computation of handicaps for all golfers.

(d) "Women's Golf Chair"

Shall be responsible to the Golf Trustee for planning and conducting women's golf activities. The chair shall work closely with the Tournament chair in scheduling women's competitions, to insure compatibility of dates, and in planning mixed

events. The chair shall provide the tournament chair with a schedule of women's competitions for inclusion in the season golf calendar to be approved and distributed by the golf committee. The Chair shall also arrange for supervision of all women's competitions and prepare a publication of conditions regarding such events.

(e) “Junior Golf Chair”

Shall be responsible to the Golf Trustee for developing an interest in golf among juniors and for arranging a program for them. The chair shall insure that juniors are properly educated in the etiquette and the Rules of Golf and that, once properly educated, they are allowed privileges of the golf course including proper tags and bands.

Section 7. “Social Committee”

The social committee, chaired by the Social Trustee, shall be responsible to the president for planning and conducting all social events and to prepare a schedule of social functions for the year to be distributed among the members and associate members. The social committee shall cooperate with the golf committee in planning competitions, which are to have refreshments and/or social functions associated with them. The social committee shall consist of a chairman and three (3) or more members, such members to be appointed by the chair

Section 8. “Clubhouse Coordinator”

The Clubhouse Coordinator shall be responsible coordinating the use of clubhouse functions and rentals.

Section 9. “Duties”

It shall be the duty of each Trustee to receive complaints from members and associate members on any matter involving corporation functions, duties, and activities within its field of responsibility. The Trustee shall dispose of such complaints as deemed appropriate or refer them to such other committee, trustee, or officer of the corporation as is further concerned with the matter presented.

ARTICLE XIII

MEETING OF MEMBERS

Section 1. “Annual Meeting”

The regular annual meeting of the members shall be held in the clubhouse on the fourth Wednesday of January in each year, at the hour of 7:00 o'clock PM. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same place and hour on the first day following such is not a holiday.

Section 2. “Meeting Notice”

Notice of such regular meeting shall be given by the secretary by mailing such notice to each member not less than 14 days prior to the date on which such meeting is to be held.

Section 3. “Special Meetings”

Special meetings of the members for any purpose may be called at any time by the President, or by the Board of Trustees or upon written request of twenty (20) percent of the members. Notice of a special meeting, stating the objects thereof, shall be given by the secretary by mailing such notice to each members not less than 14 days prior to the date on which such a meeting is to be held.

Section 4. “Quorum Requirements”

At all annual and special meetings of the members, twenty per cent (20%) of all of the general members of the corporation shall constitute a quorum for the transaction of business. Each general member shall be entitled to one (1) vote. Associate Members shall not be considered as for the purposes of constituting a quorum.

Section 5. “Voting”

A general member may exercise their right to vote by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of the member's lot. Associate Members

shall not have a voting right.

ARTICLE XIV

BOOKS AND PAPERS

Section 1.

The books, records and papers of the corporation shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XV

CORPORATE SEAL

Section 1.

The seal of the corporation shall be in circular form, having within its circumference the words "BRAE BURN, INC." and the words "Corporate Seal 'Washington 1965" in the form and style as affixed in these By-Laws by the impression of such seal.

ARTICLE XVI

AMENDMENTS

Section 1. "Procedure"

These By-Laws may be amended, at any annual or special meeting of the members, provided written notice of the proposed amendment is given with the notice of the call of the meeting, by a vote of two-thirds (2/3) of the members of the corporation present at said meeting in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this corporation may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the covenants, conditions and restrictions applicable to the properties may not be amended except as provided in such covenants and restrictions.

Section 2. "Conflicts"

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the covenants and restrictions applicable to the properties or referred to in Section 1 of these By-Laws, the covenants and restrictions shall control.

ARTICLE XVII

DATE OF ADOPTION

Section 1.

The Corporation duly adopted these amended By-Laws, and the corporate seal affixed thereon on the 24th day of January 2001.