



Cedar Ridge Homeowner's
Association,
P.O. Box 7403,
Bonney Lake, WA 98390-7403

BYLAWS OF CEDAR RIDGE HOMEOWNERS ASSOCIATION A WASHINGTON NON-PROFIT CORPORATION

The name of the association is the Cedar Ridge Homeowners Association, a Washington Non Profit Corporation, located in Pierce County of the State of Washington.

ARTICLE 1 DEFINITIONS

Words Defined. For the purpose of these Bylaws, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms.

1.1 "Association" shall mean Cedar Ridge Homeowners' Association, a Corporation organized and existing under the Washington Non-Profit Corporation Act.

1.2 "Board" shall mean the Board of Directors of the Association.

1.3 "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Cedar Ridge, as it may from time to time be amended.

1.4 "Governing Documents" shall mean the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, Bylaws, Plat Map and any Rules and Regulations of the Association or any other written instrument approved by the Board.

1.5 "Lot" shall mean any one of the 91 lots numbered 1 through 91 on the Plat of Cedar Ridge, together with the Structures and improvements thereon.

1.6 "Owner" shall mean whether one or more persons or entities, holding a fee simple title to a Lot within the Property, excluding mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contract shall be deemed Owners as against their respective sellers or assignors.

1.7 "Member in Good Standing" shall mean a Lot owner who has paid the current homeowners' Association assessment(s) when due.

NOTE: Failure to pay assessment(s) when due results in loss of voting privileges until assessment(s) and associated fines are paid in full.

1.8 "Person" shall mean an individual, corporation partnership, association, trustee, or other legal entity.

1.9 "Plat" shall mean the recorded Plat of Cedar Ridge as filed with Pierce County, Washington and any amendments, corrections, or addenda thereto subsequently recorded.

1.10 "Property" shall mean the land and all improvements and structures now or hereafter placed on the land within the Plat of Cedar Ridge.

1.11 "Quorum"- is the minimum number of members of the Association necessary to conduct the business. A quorum is present when 34% is present at the beginning of the meeting in person or by absentee ballot vote.

1.12 "Simple Majority Vote" a vote is passed when 50% plus one or more of those entitled to vote (in good standing) in person or absentee vote, cast a vote in accord

1.13 "Board Quorum"- A board quorum of at least 3 Board Members is required to vote and take action on any association business.

1.14 "Absentee Ballot"- An absentee ballot is a means to send a lot owners vote to a meeting that the homeowner cannot attend and ballots have been sent out in advance. The ballot must be filled in clearly, sealed and sent with another homeowner attending. The ballot must be accompanied by a signed note from the lot owner giving permission for the attending homeowner to turn in their ballot at the meeting.

1.15 "Committee/s" A group of people officially delegated to perform a specific function. The group acts on behalf of the board.

1.16 "Member in Good Standing" shall mean a Lot owner who has paid the current homeowners' Association assessment(s), fines, or fees when due.

1.17 "Common areas"-any property owned or maintained, repaired or improved upon or administered by the homeowners association.

1.18 "Noncompliance" -A failure or refusal to comply with the terms of the Covenants, Conditions, and Restrictions or Bylaws of the Association.

ARTICLE 2 CEDAR RIDGE HOMEOWNERS' ASSOCIATION

2.1 Form of Association. The Owners of Lots within the Property shall constitute the Cedar Ridge Homeowners Association, which will be a nonprofit organization in the form as determined in the reasonable discretion of the Board. All homeowner's rights are guaranteed by the Revised Code of Washington 64.38.

2.2 Membership in Association. Every Lot owner, by acceptance of a deed or contract for such Lot is hereby deemed to covenant and agree to membership in the CEDAR RIDGE HOMEOWNERS' ASSOCIATION, for the purpose of owning property and of maintaining, repairing replacing or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such lot owner and may not be transferred except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due all dues, assessments, or other charges that may be levied from time to time by the CEDAR RIDGE HOMEOWNERS' ASSOCIATION, in accordance with these articles and/or the Articles of Incorporation of such Association.

2.2.1 Any sums not paid within thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby

shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "First Lien" against the Lot. Any Homeowner's Association dues, penalties or assessments which are delinquent become due and payable upon sale or transfer of the Lot itself. Failure to pay assessment(s), fines, fees and consequential liens will result in a Members loss of "Good Standing" and will subsequently lose voting privileges and ability to serve in a Board position or participate in a Committee until all assessment(s) and associated fines are paid in full

- 2.3 Board of Directors. The affairs of the Association shall be governed by the Board of Directors (the "Board") which shall be composed of at least one or not more than five, to be determined in the reasonable discretion of the Board.

Board members are elected to a two-year term. Initial election of President and Treasurer shall be for one year so that so that successive elections will result in alternating years for Board members. Should appointees leave before the end of the term than the election of successive Board members shall be for the remaining term only. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members.

Compensation to directors shall be limited to a maximum of the annual homeowner's dues. Dues will be waived as to the extent of the number of months served. A pro-rated amount of dues would be payable, within 60 days, whenever a director is removed from office or resigns except if resignation is due to personal hardship.

The Board and their successors shall be released from all liability whatsoever for claims arising out of or in connection with these Bylaws.

- 2.4 There shall be an annual meeting of the members of the Association in the last quarter of each fiscal year as such reasonable place and time as may be designated by written notice from the Board delivered to the members no less than thirty (30) days before the meeting. At each annual meeting the members shall elect by majority vote of those present at the annual meeting and those absentee votes received by the board prior to the annual meeting (to be opened at the annual meeting) individuals to serve as Board members for a two-year term until successor members are elected. Each Lot shall be entitled to one vote for each director and the voting for directors shall be non-cumulative.

- 2.4.1 Board Meetings. Meetings of the Board shall be held monthly at a time and place designated by the Board. All Lot Owners are welcome to attend any and all Board meetings. Shall a Lot Owner wish to make a presentation to the Board the following procedure must be adhered to: Notify a Board member 48 hours prior to the meeting with the topic of discussion, estimated time needed to make the presentation and the estimated number of supporting speakers that will also be attending the meeting.

- 2.4.2 Special meetings of the members of the Association may be called at any time upon not less than fourteen (14) days prior written notice to all Lot Owners, for the purposes of considering matters which require the approval of all or some of the Lot Owners, or for any other reasonable purpose.

In case of an emergency, the Board may act on shorter notice than 14 days if the Board deems it in the best interest of the Association. Action with out a meeting- in special cases where the business of the association must be addressed, the Board of Directors may take

action with the support of the majority of Directors without calling for a meeting. Any actions or voting on issues will be addressed the next Board meeting and recorded in the minutes of that meeting.

- 2.5 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles and practices. The books and record, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, with reasonable advance notice, during normal business hours and at any other reasonable time or times.
- 2.6 Notices for All Purposes. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the Pierce County Tax Records.

ARTICLE 3 AUTHORITY OF THE BOARD

- 3.1 Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures.
- 3.2 Except as provided for in the governing documents of the homeowners association, the Board of Directors shall act in all instances on behalf of all members of the association. In performance of their duties, the officers and members of the Board of Directors shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under RCW 24.03
- 3.3 The board of Directors shall not act on behalf of the association to amend the articles of Incorporation, take any action that requires the vote or approval of the owners, terminate the association, to elect members to the board of Directors, or to determine the qualifications, powers and duties, or terms of office of the members of the board of directors. The Board may fill vacancies in its membership for a period of time not to exceed the unexpired portion of any term.
- 3.4 Adoption of Rules and Regulations. The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure the compliance with these Bylaws and the Covenants, Conditions and Restrictions in order to promote the comfortable use and enjoyment of the Property and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property, and to govern the operation and procedures of the Association.
- 3.5 Architectural Control Committee. The Board shall appoint the Architectural Control Committee (ACC) whose duties are defined in the Covenants, Conditions and Restrictions recorded for Cedar Ridge.
- 3.6 Enforcement of Bylaws. The Board of Directors shall manage and administer all matters concerning the compliance of all matters concerning the compliance of all articles as outlined in the Covenants, Conditions and Restrictions and the Bylaws of the homeowners association. The Board shall have the right to recover damages resulting from any violation

thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, the Board, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. The Board reserves the right to establish or define a schedule of action for noncompliance. Failure of the Board to enforce any provision shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and attorney fees.

- 3.7 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of the portions of the Common Areas and any related facilities or improvements not maintained by public utility companies or a governmental entity.

ARTICLE 4 BUDGET AND ASSESSMENT FOR COMMON EXPENSES

- 4.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the anticipated common expenses during the ensuing fiscal year. The Board shall then assess each Lot within the Property with a General Assessment based upon the pro rata share, of the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly installments or in a lump sum annual installment, or other arranged payment schedule made with the Board of Directors. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. Such 10-day notice of assessment is not necessary to the validity thereof.
- 4.2 Common Expenses. The following expenses shall be considered expenses in common with all the lot owners; the purchase, operation and maintenance of common area sprinkler systems; landscaping ; lighting and signage; and street lighting; activities deemed by the Board for the common good of its members, and; operation and maintenance of common area, including designated common areas (Track A). Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility of the common expenses herein shall be administered by the Board for the ensuing year. Any assessment(s) or dues not paid within thirty (30) days of the due date shall incur a late charge of 5% per month of the installment or portion thereof then due and the cost of attaining compliance. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members.
- 4.3 Date of Commencement of Annual Assessments. The annual assessments provided herein shall commence as to all Lots at such time as the Board in its absolute discretion deems

advisable. The first annual assessment for new homeowners shall be adjusted according to the number of months remaining in the fiscal year.

ARTICLE 5 LIMITATION OF LIABILITY

Neither the Board, nor the ACC, nor the Homeowners' Association, nor any member thereof, shall be liable to any owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

ARTICLE 6 AMENDMENT TO BYLAWS

These bylaws may be amended at any time by a majority vote of the Lot Owners who have voted.

ARTICLE 7 DUTIES & RESPONSIBILITIES OF THE MEMBERS OF THE BOARD

At each annual meeting the members shall elect by majority vote of those present at the annual meeting and those absentee votes received by the Board prior to the annual meeting (to be opened at the annual meeting) individuals to serve as Board members for a two-year term until successor members are elected. Each Lot shall be entitled to one vote for each Board of Director and the voting for directors shall be non-cumulative. The Board of Directors shall consist of -- President; Vice-President; Secretary; Treasurer; Sergeant-At-Arms/ Newsletter Editor. The duties of each Director are as follows:

President The President presides at all Board meetings, Annual meetings and Special meetings. The President assumes full responsibility for the operation of the Homeowners Association. The President or a designee receives all mail, supplies and communications. The President is authorized to appoint or dismiss all standing and special committees. The President presides or assigns a designated Board member over the Architectural Control Committee.

Vice-President The Vice-President presides at all Board meetings, Annual meetings, and Special meetings in the absence of the President. He/She is ex-officio member of any committees as appointed by the President. The Vice President carries out such duties and assignments as may be delegated by the President.

Secretary The Secretary maintains the register of members and directors; records the minutes of all meetings; is responsible for sending out notice of meetings; maintains records and correspondence of the Association. He/She is ex-officio member of any committees as appointed by the President. The Secretary carries out such duties and assignments as may be delegated by the President.

Treasurer The Treasurer signs checks co-signed by another approved Director, dispenses funds as approved; reports on status of funds Monthly to the Board, Quarterly to the members through the Newsletter, and Yearly at the Annual meeting; maintains financial records; prepares annual budget, tax return and assumes the responsibility for all Homeowner finances. He/She is ex-officio member of any committees as appointed by the President. The Treasurer carries out such duties and assignments as may be delegated by the President.

Sergeant-At-Arms/Newsletter Editor The Sergeant-At-Arms is responsible for keeping order and enforcing Roberts Rules-of-Order at all meetings. The Newsletter Editor is responsible for publishing a Monthly Newsletter for the homeowners. The Editor has the responsibility of ensuring that the content of the Newsletter is true and correct. He/She is ex-officio member of any committees as appointed by the President. The Sergeant-At-Arms carries out such duties and assignments as may be delegated by the President.

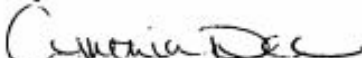
ARTICLE 8 SEVERABILITY

Invalidation of any provision hereof shall not affect any other provision, which shall remain in full force and effect.

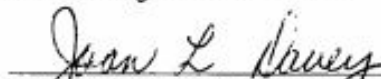
In witness whereof, we the members of the Board of Directors of Cedar Ridge Homeowners Association have hereunto set our hands this 2nd day of June, 2011, to evidence the adoption of the foregoing amended Bylaws.

Board of Directors
Cedar Ridge Homeowners Association

By:


Cindy Dee, Member at Large

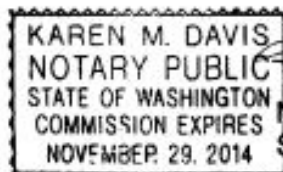

Rebecca Orth, Member at Large


Joan Davey, Member at Large

State of Washington
County of Pierce

This is to certify that on this 2nd day of June, 2011, before me, the undersigned, a NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personally appeared, Cynthia Dee, Rebecca Orth and Joan Davey to be known as the members of the Board of Directors, Cedar Ridge Homeowners Association, and that they executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes there in mentioned, and on oath stated that said members are authorized to execute said instrument.

Witness my hand and official seal this 2nd day of June, 2011.



Karen M. Davis

NOTARY PUBLIC, in and for the
STATE of WASHINGTON

Residing at Bonney Lake

My appointment expires Nov 29 2014