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**BY-LAWS
OF
CHERRY VALLEY OWNERS ASSOCIATION**

SECTION 1

NAME

The name of the Owners Association is Cherry Valley Owners Association, hereinafter referred to as the "Association."

SECTION 2

DEFINITIONS

2.1 "Association" shall mean Cherry Valley Owners Association, and its successors and assigns.

2.2 "Property" shall mean the following described portions of Section 31, Township 27 North, Range 7 East, Willamette Meridian, located in Snohomish County, Washington:

Tracts 1 through 3, inclusive, and tracts 7 through 31, inclusive, of that certain Record of Survey recorded under Auditor's File Number 9104045004 in Volume 34 of Surveys, Pages 198 through 204, inclusive, Records of Snohomish County, Washington.

2.3 "Road Easements" consists of the private access roadway easements depicted within the Property on said Record of Survey.

2.4 "Lot(s)" are the tracts shown as numbered on said Record of Survey or any further subdivision of such tracts. References to specific numbered Lots shall be interpreted to include the subsequent subdivision of such numbered Lots.

2.5 "Member" shall mean an Owner as such term is defined in Section 2.6 below.

2.6 "Owner" shall mean the record fee owner pursuant to a deed, the trustor under a deed of trust or the purchaser under a recorded Real Estate Contract, of any Lot or Lots, whether one or more persons or entities and specifically including the developer of the Property, but shall not include the contract seller or mortgagee.

2.7 The Term "real estate contract" shall not include an earnest money receipt and agreement and the terms "contract

seller" and "contract purchaser" shall not include the parties to any such earnest money receipt and agreement.

2.8 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to Cherry Valley as recorded in Snohomish County, Washington, under Auditor's File No. 9107170281, as amended by that certain Amendment of Covenants, Conditions and Restrictions recorded under Auditor's File No. 9109100361 and that certain Amendment of Covenants, Conditions and Restrictions recorded under Auditor's File No. 9109260228, all in the records of Snohomish County (as amended, the "Declaration").

2.9 "Declarant" shall mean and refer to Weyerhaeuser Real Estate Company under said Declaration.

2.10 "Development Period" shall mean the period of time from the recording of the Declaration until the Declarant owns four (4) or fewer Lots.

2.11 "Plat" means the map of the Property as depicted on the Record of Survey recorded on April 4, 1991 in Book 34 of Surveys at Pages 198-204, under Auditor's File Number 9104045004, records of Snohomish County, Washington.

2.12 "Board of Directors" or "Board" shall mean the duly elected Board of Directors of the Association.

SECTION 3

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Every Owner shall be a member of the Association. Owners do not include persons or entities who hold an interest in a Lot or Lots merely as security for the performance of an obligation. Each Lot shall have one (1) membership and one vote in the Association. Membership shall be appurtenant to and may not be separated from ownership of or the contract purchaser's interest in any Lot. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any Lot, membership in the Association shall ipso facto be transferred to the grantee, or contract purchaser, as the case may be. Ownership of or a contract purchaser's interest in any Lot shall be the sole qualification for membership.

3.2 Voting Rights The Association shall have one (1) classes of voting membership. Members shall be entitled to one (1) vote for each Lot in which they hold the interest(s) required for membership. The vote for Lots owned by more than one person or entity shall be exercised as the joint Owners determine, but

in no event shall more than one (1) vote be cast with respect to any Lot.

SECTION 4

MEETING OF MEMBERS

4.1 Place of Meetings Meetings of the Association shall be held at such suitable place as may be designated by the Board, either in Cherry Valley or reasonably convenient thereto.

4.2 Annual Meeting The annual meeting of the Members shall be held at an appropriate date and time and place each year on a date set by the Board no later than ninety (90) days after the close of the Association's fiscal year.

4.3 Special Meetings Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

4.4 Notice of Meetings Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify

the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.5 Quorum The presence at the meeting of one-half (1/2) of the Members or their proxies entitled to cast votes shall constitute a quorum.

4.6 Proxies At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

SECTION 5

NOMINATION AND ELECTION OF PRESIDENT AND DIRECTORS

5.1 Election Election of the President and the Board of Directors shall be made by secret written ballot of the Members. At such election, the Members or their proxies may each cast their vote in accordance with the voting rights provisions

herein. The names receiving the largest number of votes shall be elected. There shall be no cumulative voting.

5.2 Terms At the first annual meeting of the Association the Members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and the remaining Directors for terms of three (3) years. The Members shall then elect one of the Directors to be President of the Association for a term of one (1) year. At each annual meeting thereafter, the Members shall elect a Director to replace the Director whose term has expired, for a term of three (3) years and shall elect one of the Directors President for a term of one (1) year.

5.1 Nomination For every election of a Board of Directors and a President of the Association after the initial election, nomination for election shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting. The Nominating Committee shall make as many nominations for election of the Board of Directors and the President as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

SECTION 6

BOARD OF DIRECTORS

6.1 Number The affairs of this Association shall be managed by a Board of at least three (3) and no more than five

(5) Directors, who shall be members of the Association.

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

6.3 Compensation No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

6.4 Powers The Board of Directors shall have power:

A. To adopt and publish rules and regulations governing the use, maintenance and policing of the private roads and drainage systems located within the Road Easements, and to establish penalties for the infraction thereof;

B. To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws or the Declaration.

C. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

D. To employ an independent contractor(s) or such other employee(s) as they deem necessary, and to prescribe their duties.

E. To undertake appropriate action(s) as provided for in Section 6.5.

6.5 Duties It shall be the duty of the Board of

Directors:

A. To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting.

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

C. As more fully provided under the Declaration:

(1) Subject to the approval of the Owners of a majority of the Lots, to establish, levy and assess, and collect the assessments, special assessments or charges referred to in the Declaration as applicable to the Association; and

(2) To send written notice of each assessment not paid on or before the due date thereof to Owner(s) or contract purchaser(s) liable for same within thirty (30) days after the due date of each assessment period.

D. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth

whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates Such certificate shall be conclusive evidence of payment.

E. To cause the Road Easements to be maintained, repaired and replaced as provided in the Declaration.

SECTION 7

MEETING OF BOARD OF DIRECTORS

7.1 Regular Meetings Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolutions of the Board.

7.2 Special Meetings Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

7.3 Quorum A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board present at a duly called meeting at which a quorum is present shall be regarded as the act of the Board.

7.4 Action Taken Without a Meeting The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

SECTION 8

OFFICERS AND THEIR DUTIES

8.1 Officers of the Association The officers of this Association shall be a President, who during his or her tenure shall be a member of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers The President shall be elected annually by the Members as provided in Section 5. The officers except the President shall be elected annually by the Board, and such election shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 Term The officers of this Association shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal Any officer, except the President, may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies A vacancy in any office shall be filled by the Board at a special meeting called for that purpose. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.7 Multiple Offices One person may simultaneously hold more than one (1) of the offices, except the offices of President and Treasurer shall be held by different people.

8.8 Duties The duties of the officers are as follows:

A. President The President shall preside at all meetings of the Members and Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and must co—sign all checks and promissory notes.

B. Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; send notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

C. Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

SECTION 9

ASSESSMENTS

As more fully provided in the Declaration, Members are obligated to pay to the Association regular annual and special assessments. Any assessments which are not paid when due shall be delinquent and shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the Member obligated to pay the same or foreclose its lien (if any) against the Lot or Lots, and interest, costs and reasonable attorney's fees shall be added to the amount of such assessment. Voting rights of Members whose assessments are unpaid when due shall be suspended until such assessments are paid.

SECTION 10

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, its agent or attorney. The Declaration and the Bylaws of the Association shall be available for inspection by any Member, its agent or attorney and copies may be purchased from the Association at reasonable cost.

SECTION 11

MISCELLANEOUS

11.1 Amendments These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present in person or by proxy.

11.2 Conflicts, Control In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11.3 Fiscal Year The fiscal year of the Association shall begin on the first day of January and end of the thirty first (31st) day of December of every year.

SECTION 12

BY-LAW ADDITIONS - BY VOTE OF MEMBERSHIP

12.1 Use of asphalted and/or chip sealed CREPOA roads by heavy trucks for logging or other purposes, excluding garbage, propane, fuel or gravel trucks without trailers, which trucks and their loads would weigh in excess of 15,000 pounds shall not be permitted from October 1, of each year through June 15th of the successive year unless a majority of the entire CREPOA Board determines, in their judgement, that the roads are not saturated or are otherwise in a condition that will permit said heavy truck traffic to use the roads without likelihood of damage to said roads. The Board may prohibit heavy truck traffic on the asphalted and/or chip sealed roads at such other times as a majority of the entire Board determines, in their judgement that the roadbeds are not capable of handling the usage by trucks and trucks with loads that exceed 15,000 pounds.

12.2 No CREPOA member shall use or authorize others to use any CREPOA roads for logging or any other commercial or construction purposes unless the member seeking to use the roads or have the roads used on his or her behalf unless the member is current in the payment of the member's annual dues and any assessments that have been levied by the Association or any such delinquencies have otherwise be provided for as approved by a majority of the entire Board. Provided how ever, this provision shall not prohibit the use of the roads by the delinquent member for access to the member's property by service companies necessary to keep the members residence, if any, habitable. Prior notification of such use shall be given by the member to the President of the Association. The cost and expenses of the Association to enforce this provision shall be paid by the delinquent member and the Association may lien the members real property in accordance with the existing provisions of the Association By-Laws, Articles and/or Covenants

12.3 CREPOA Association members who perform maintenance or repairs on Association roads, which maintenance or repairs has been approved by the Board of the Association, shall be paid for the time spent and the cost of materials used, such as fuel, patching material and a reasonable hourly rate for any equipment supplied and used in such maintenance or repair. The hourly rate for labor and equipment usage shall be determined, form year to year, shall be determined by a majority of the Board. For the year 2015, the hourly rate for labor shall be \$15 per hour and shall continue at that rate until changed by the Board. Members seeking payment shall provide an itemization of the work done, the time spent, cost of materials supplied and if equipment was supplied, identification of the equipment and the amount of time equipment was used.