

**RESTATED BYLAWS
CRYSTAL RIVER RANCH ASSOCIATION
A Washington Nonprofit Corporation**

**ARTICLE I
DEFINITIONS**

1. "Association" means the Crystal River Ranch Association, a Washington nonprofit corporation.
2. "Developer" means the Quadrant Corporation; a wholly owned subsidiary of Weyerhaeuser Company, which is developing Crystal River Ranch.
3. "Crystal River Ranch" means the land in Pierce County, Washington, consisting of:
 - (a) The land area described and platted by that certain plat entitled "Crystal Village IV (V, VI)" which Developer filed with the Pierce County Auditor on January 30, 1973 and which the said Auditor recorded under his Fee No. 2483898 on pages _____ to _____ of Plat volume _____ of the Pierce County Land Records, and
 - (b) Such other lands in Section 25 of Township 19 North, Range 9 East, Willamette Meridian, as Developer may in the future choose to add thereto and make subject to the "Declaration of Covenants, Conditions and Restrictions Applicable to Crystal Village IV (V, VI)" filed with Pierce County Auditor on January 30, 1973 and which said Auditor recorded under his Fee No. 2484080 on pages _____ to _____ of Volume _____ of the Pierce County Land Records.
4. "Covenants" refers to the restrictive and other Covenants running with the land which govern or will govern the use of land in each plat within Crystal River Ranch.
5. "Lot" means any interest in real property in Crystal River Ranch which has been or will be sold by Developer subsequent to the recording of and by reference to the applicable plat. The term includes, but is not limited to, residential Lots. It does not, however, include any part of the Common Area.
6. "Owner" refers to any Owner, or any contract purchaser in possession, of any Lot. Developer shall be deemed the Owner of all Lots not yet sold, and of all Lots reacquired by it.
7. "Common Area" means all real property in Crystal River Ranch to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the Owners. The Common Area will consist of all real property which, on the plat of each division of Crystal River Ranch and in the Covenants relating thereto, is identified as Common Area. All permanent structures, fixtures and improvements upon the Common Area shall be deemed a part thereof.

ARTICLE II
MEMBERS AND THEIR RIGHTS

1. The membership of the Association shall consist of and be limited to the Owners of Lots in Crystal River Ranch. One Association membership shall be inseparably appurtenant to each such Lot and shall pass therewith to all persons who become Owners of the Lot.
2. The Association shall have two classes of voting members:
 - (a) Class A: All Owners other than Developer shall be Class A members and shall be entitled to one vote for each Lot owned. When two or more persons hold an interest in any Lot, all such persons shall be members and the vote for such Lot shall be cast as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
 - (b) Class B: Developer shall be the Class B member and shall be entitled to five votes for each Lot owned by it.
3. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, in accordance with the Covenants and these Bylaws.
4. Subject to the Covenants, the Board of Directors of the Association may adopt and enforce such reasonable rules and regulations relating to an Owner's right to use, enjoy, have the benefit of and delegate the right to use the Common Area.

ARTICLE III
MEETINGS OF MEMBERS

1. There shall be a regular annual meeting of the members of the Association which shall be held on the third Saturday in May of each year at the registered office of the Association at Crystal River Ranch, Star Route 410, Enumclaw, Washington 98022 or such convenient location as may be specified in the notice of the meeting. The first annual meeting is to be held in January 1975.
2. Special meetings of the members may be called by the President, the Secretary or any two members of the Board of Directors. Special meetings shall be called at the written request of members having at least 25% of the votes entitled to be cast at such meetings.
3. Each member of the Association shall be given such notice of all regular and special meetings as may be required by the Washington Nonprofit Corporation Act.
4. A member may vote in person or by proxy. Proxies shall be executed in writing by the member or by his duly authorized attorney in fact.
5. When directors or officers are to be elected by the members, such elections may be conducted by mail.

6. Subject to any special quorum requirements set forth in the Covenants, the quorum required to validate action taken at any regular or special membership meeting shall be that specified in the Washington Nonprofit Corporation Act.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

1. The affairs of this Association shall, after the expiration of the term of office of the initial directors named in the Articles of Incorporation, be managed by a board of nine directors, who need not be members of the Association.
2. At the first regular meeting of the members, they shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.
3. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association or their duly constituted attorneys in fact. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or nonmembers.
2. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
DIRECTOR'S MEETINGS

Meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors after not less than three days' notice to each director.

ARTICLE VII
POWERS AND DUTIES OF DIRECTORS

1. The Board of Directors shall have power to:
 - (a) Adopt and publish rules and regulations governing the use of the Common Area and the facilities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
 - (b) Suspend the voting rights and right to use the Common Area of any member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days, for infraction of published rules and regulations;
 - (c) Exercise for the Association all powers, duties and authority invested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, and Articles of Incorporation or the Covenants;
 - (d) Declare the office of any director vacant in the event such director shall be absent without excuse from three consecutive meetings of the Board of Directors if he was given proper notice thereof;
 - (e) Employ a manager, independent contractors, or such employees as they may deem necessary, and to prescribe their duties, and
 - (f) Appoint an Architectural Control Committee consisting of two or more members, and to delegate to the said Committee authority to interpret, administer and enforce the Covenants.

2. It shall be the duty of the Board of Directors to:
 - (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the membership, or at any special meeting when such statement is requested in writing by one-fourth of the Class A members who are entitled to vote;
 - (b) Supervise all officers, agents and employees of this Association, and to see to it that their duties are properly performed;
 - (c) As more fully provided in the pertinent Covenants, to fix and collect the assessments against each lot which, under the applicable Covenants, is subject to assessment;
 - (d) To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such

certificate shall be conclusive evidence of such payment.

- (e) To procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) To cause the Common Area and the facilities thereon to be properly maintained, and;
 - (h) To hear and decide appeals from decisions of the Architectural Control Committee pursuant to the applicable Covenants.
3. The foregoing enumeration of the powers and duties of the Board of Directors is not exclusive.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

1. Enumeration of Offices

The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

3. Term

The officers of this Association shall be elected annually by the Board and each shall hold office for two years unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

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.

5. Resignation and Removal

Any officer 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.

6. Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties

The duties of the officers are as follows:

(a) President

The president shall preside at all meetings of the 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 shall co-sign all promissory notes.

(b) Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve 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.

(d) Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association, keep proper books of account; cause an annual audit of the Association 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.

The president, vice president, secretary and treasurer all have the authority to sign checks. The co-signature of a second officer is not required.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee and a Nominating Committee as hereinbefore provided. In addition, the Board of Directors shall appoint such other committees as it may deem necessary or useful.

ARTICLE X 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. The Covenants administered by the Association, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the pertinent Covenants, each member other than Developer is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; and interest, costs and reasonable attorneys' fees in any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII MISCELLANEOUS

1. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.
2. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year except that the first fiscal year shall begin on date of incorporation.

ABOVE TEXT RESTATES ARTICLES I – XII AS AMENDED SEPTEMBER 10, 1974 AND JANUARY 21, 1978.