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AUDITOR'S INDEXING FORM

DOCUMENT TITLE:	BYLAWS
GRANTOR:	Wilderness Hollow II Homeowners' Association
GRANTEE:	Wilderness Hollow II Homeowners' Association
LEGAL DESCRIPTION: Abbreviated form (lot, block, plat name, section-township- range)	Lots 1 through 35 of Wilderness Hollow II
ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER:	
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	

**BYLAWS
OF
WILDERNESS HOLLOW II
HOMEOWNERS' ASSOCIATION**

**ARTICLE 1
NAME AND LOCATION**

The name of the corporation is Wilderness Hollow II Homeowners' Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 22520 S.E. 218th Street, Maple Valley, Washington, 98038, but meetings of members and directors may be held at such places within the state of Washington, county of King, as may be designated by the Board of Directors. The Association shall be a non-profit corporation formed under the provisions of R. W. 24.03.

**ARTICLE 2
DEFINITIONS**

For purposes of the Declaration and the Articles of Incorporation and the bylaws of Wilderness Hollow II Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1 – Declaration

"Declaration" shall mean and refer to the Covenants, Conditions and Restriction of the Wilderness Hollow II Homeowners' Association ("Declaration"), as recorded in records of King County, Washington, under Auditor's File No. 2002 010 9002380

Section 2 – Association

"Association" shall mean and refer to Wilderness Hollow II Homeowners' Association, its successors and assigns.

Section 3 – Board

“Board” shall mean and refer to the Board of Directors of the Association, as provided for in Article 4. For purposes of exercising the powers and duties assigned in the Declaration to the Board during the Development Period, this term shall also mean the “Temporary Board” or “Declarant” as provided in Article 16, unless the language or context clearly indicates otherwise.

Section 4 – Properties

“Properties” shall mean and refer to Lots 1 through 35, inclusive, of the plat of Wilderness Hollow II, as recorded in records of King County, Washington.

Section 5 – Common Areas

“Common Areas” shall mean and refer to all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association, and such area owned as undivided interest by all Owners of said Lots 1 through 35, inclusive of the Properties, as more fully set forth in the Declaration.

Section 6 – Common Maintenance Areas

“Common Maintenance Areas” shall mean those portions of all real property or public right-of-way, including the improvements hereto, maintained by the Association for the benefit of the members of the Association. Common Maintenance Areas to be maintained by the Association are more fully set forth in the Declaration.

Section 7 – Lot

“Lot” shall mean and refer to Lots 1 through 35, inclusive, of the Properties. Common Areas and Common Maintenance Areas shall not be regarded as Lots.

Section 8 – Declarant

“Declarant” shall mean and refer to C & M Development Partners, LLC, a Washington State profit corporation.

Section 9 – Architectural Control Committee

“Architectural Control Committee” shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article 15 of the Declaration, hereinafter referred to as the “Committee.”

Section 10 – Development Period

“Development Period” shall mean and refer to that period as defined in Article 16 herein.

Section 11 – Plat

“Plat” shall mean and refer to the plat of Wilderness Hollow II, recorded in King County, Washington.

Section 12 – Residence

“Residence” shall mean and refer to buildings occupying any Lot.

Section 13 – Owner

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of (1) a fee simple title to any Lot that is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

ARTICLE 3 MEETING OF MEMBERS

Section 1 – Annual and Special Meetings

A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board of Directors, or by Owners having ten percent (10%) of the votes in the Association. Not less than fourteen (14), nor more than sixty (60) days in advance of any meeting, the secretary, or other officers specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by First Class United States Mail to the mailing address of each Owner, or to any other mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the Board of Directors for a vote by the Owners, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director.

Except as provided in this section, all annual and special meetings of the Board of Directors shall be open for observation by all Owners of record and their authorized agents. The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all Owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters; consult with legal counsel, or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of an Owner to the Association.

The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this section shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

The meetings shall be held at such location selected by the Board of Directors, which is deemed by the Board to be reasonably convenient to the Properties.

Section 2 – Quorum

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes entitled to be cast at the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without additional notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3 – Proxies

At all meetings of Members, each Member may vote in person, or by proxy. All proxies shall be in writing signed by the Member, or his duly authorized attorney-in-fact, and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 4 – Voting

The Association shall have two (2) classes of voting membership:

Class “A” – Class “A” members shall be all Owners, with the exceptions of (1) the Declarant while the Declarant is a Class “B” member, and (2) the Owners of Lots described as exempt in the Declaration. Class “A” members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any Lot, all such persons shall unanimously designate (in a writing delivered to the secretary of the Association) one of the persons (owning an interest in the Lot) to vote (in person or by proxy) the vote for such lot.

Class “B” – Class “B” member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. The Class “B” membership shall cease and be

converted to Class "A" membership upon expiration of the Development Period. The Declarant shall become a Class "A" member as to any Lots owned by Declarant upon expiration of the Development Period.

The voting rights of any Owner may be suspended as provided for either in the Declaration, or in the Articles, or in these Bylaws of the Association.

ARTICLE 4 BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1 – Number

Except as provided in Article 16, which provides for management during the Development Period, the affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2 – Term of Office

At the first meeting following the Development Period, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; at each annual meeting thereafter, the Members shall elect one (1) director for a term of three (3) years.

Section 3 – 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 or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor. The provisions of this Section 3 shall not apply to members of the Temporary Board during the Development Period, which serve at the sole discretion of the Declarant.

Section 4 – Compensation

No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for the director's actual expenses incurred in the performance of the director's duties.

Section 5 – Action Taken Without a Meeting

Except as provided for in Section 1, the directors shall have the right to take any action in the absence of a meeting in which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6 – Telephone Meetings

Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such telephone or communications equipment means shall constitute presence in person at a meeting.

ARTICLE 5 NOMINATION AND ELECTION OF DIRECTORS

Section 1 – Nomination

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 (2) or more members of the Association. 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 appointment 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 from among Members or non-Members.

Section 2 – Election

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 exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The election for the Board of Directors may be conducted by mail.

ARTICLE 6 MEETING OF DIRECTORS

Section 1 – Regular Meetings

Except as provided for in Article 3, Section 1, regular meetings of the Board of Directors shall be held without notice, 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 day which is not a legal holiday.

Section 2 – Special Meetings

Except as provided for in Article 3, Section 1, 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) day's notice to each director. The notice may be verbal or in writing.

Section 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 directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless the act of a greater number is required by the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 – Powers

The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Common Areas and Common Maintenance Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights of a 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 sixty (60) days for each infraction of published rules and regulations;
- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and which are not reserved to the membership by other provisions by these By-laws, the Articles of Incorporation, or the Declaration;

- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from the three (3) consecutive regular meetings of the Board of Directors; and
- e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2 – Responsibilities

The Board of Directors shall have the power and responsibility to:

- a. Enforce the provisions of the Declaration and these By-laws;
- b. Cause to be kept a record of all the Associations' acts and corporate affairs, including, but not limited to, corporate finances;
- c. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- d. As more fully provided in the Declaration, to:
 - 1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 2) Send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3) Foreclose the lien against any property for which assessments or other charges are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obliged to pay the same.
 - 4) Take such action, as the Board deems appropriate, to collect any other funds owed to the Association by Association Members or by third parties, including recording and foreclosing any liens upon Member's Lots for assessments or other charges due the Association.
- e. Issue, or to 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 an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- f. Obtain policies of insurance for the Association, the Common Areas or Common Maintenance Areas.
- g. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas and Common Maintenance Areas, or the enforcement of the Declaration or these By-laws;

- h. Pay, from Association funds, all costs of maintaining the Common Areas or Common Maintenance Areas;
- i. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Ares and Common Maintenance Areas, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed to or refused to perform maintenance after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot and the Lot for the cost of such maintenance. The Owner shall be given the period of time to perform maintenance following notice from the Board as is required by the Declaration or these By-laws, or, in the absence of a provision stating a specific notice period, a reasonable time.
- j. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility;

This section j of Article 7 shall not affect the right of any Owners, jointly and severally liable to the Association, to a right of contribution, from other Owners also jointly and severally liable under this Section j, for sums paid to the Association under this Section j.

- k. Pay all utility charges attributable to Common Areas or Common Maintenance Areas;
- l. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas and Common Maintenance Areas constituting the residential community created on the Properties;
- m. Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval;
- n. Improve the Common Areas and Common Maintenance Areas with capital improvements to such Common Areas and Common Maintenance Areas; provided that for those capital improvements exceeding Five Thousand and No/100 Dollars (\$5,000.00), the addition of such capital improvements to the Common Areas and Common Maintenance Areas must be approved by two-thirds (2/3) of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose;
- o. Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby

shall be repaired by the Board, at Association expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot and against the Owner of that Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot and against the Owner of the Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot and against the other Lot;

- p. Adopt and publish any rules and regulations governing the Members and their guests and establish penalties for any infraction thereof;
- q. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings of the Board;
- r. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees;
- s. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas;
- t. Impose annual and special assessments;
- u. Open a bank account on behalf of the Association and designate the signatories required;
- v. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by these By-laws, Articles of Incorporation, or the Declaration. The Board shall have all powers and authority permitted to the Board under the Declaration and these By-laws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners of any of them.

Section 3 – Standard of Care

Except as provided in the Association's governing documents or this section, the Board of Directors shall act in all instances on behalf of the Association. In the 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 Chapter 24.03 R. W.

Section 4 – Restrictions

The Board of Directors shall not act on behalf of the Association to amend the Articles of Incorporation, to take any action that requires the vote or approval of the Owner(s), to terminate the Association, to elect members of the Board of Directors, or to determine the qualifications, powers, and duties, or terms of office of members of the Board of Directors; but the Board of Directors may fill vacancies in its membership of the unexpired portion of any term.

Section 5 – Adoption of Annual Budget

Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owner(s) to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owner(s) of a majority of the votes in the Association are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owner(s) shall be continued until such time as the Owner(s) ratify a subsequent budget proposed by the Board of Directors.

ARTICLE 8 OFFICER AND THEIR DUTIES

Section 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 and a treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 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.

Section 3 – Term

The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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.

Section 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 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.

Section 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 replaced.

Section 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.

Section 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 checks and 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, if any, 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 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 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.

ARTICLE 9 COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. During the Development Period, the Declarant, at Declarant's sole and exclusive discretion, may elect to exercise and perform the functions of the Architectural Control Committee, as more fully set forth in the Declaration.

ARTICLE 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.

ARTICLE 11 ASSESSMENTS

Section 1 - Obligation for Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, and other charges (see Section 6, Article 16, of the Declaration), which are secured by a continuing lien upon the Property against which the assessment or other charge is made. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or other charge is not paid within thirty (30) days after the due date, the assessment or other charges shall bear interest from the date of delinquency at the rate of 12 percent (12%) 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 attorney's fees of any such action shall be added to the amount of such assessment or other charges.

(a) Right to Fees & Costs: In the event a party defaults or breaches this Judgement, the other party or parties may hire or pay someone else to help enforce this Judgement, in which case the defaulting or breaching party shall pay the non-defaulting party's fees and costs so incurred, including without limitation reasonable attorneys' fees, legal expenses and costs, whether or not there is a lawsuit, including attorneys' fees and legal expenses incurred in representing the non-defaulting party's interests as a creditor in any bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) or appeals brought by or on behalf of the defaulting party, and for any and all post-judgment collection services and proceedings which may occur.

"Costs" and attorneys' fees, as used in this entire paragraph, shall include without limitation all fees and costs incurred regarding time and charges for consultations with attorneys, the preparation of legal and other documents, filing fees, costs of serving (legal messenger) all pleadings and documents, photocopying, postage and printing costs/expenses, depositions (including court reporters fees and transcription costs), conducting discovery, expert witness fees and costs, fees for consultants with expertise regarding the subject matter of any issues arising between the parties, and any and all other preparation of the case while litigation is pending, for trial, and for appeals.

(b) Post-Judgment Fees & Costs: Regarding post-judgment collection services and proceedings, after award or judgment is entered the prevailing party shall be fully entitled to recover against the other party any and all future costs (as set forth above), attorneys' fees, and all other expenses which may be incurred in collecting upon and/or enforcing the award or judgment, including without limitation bond costs, sheriff's fees, filing and/or court fees, and all time reasonably spent by attorneys on behalf of the prevailing party in handling and pursuing collection/enforcement of the award or judgment. The prevailing party shall be entitled to provisions in any such award or judgment which set forth the within collection or

enforcement rights to future costs and fees. However, the lack of any such provisions in an award or judgment given or taken hereunder shall not in any way affect the applicability of these provisions.

It is agreed that the prevailing party incurring attorneys' fees and/or costs in collecting upon or enforcing any such award or judgment may reduce those fees and costs to an additional part of the existing judgment or award by ex parte submitting a motion and affidavit to the ex parte department of the applicable court, regarding attorneys' fees and costs incurred in the collection process, and obtaining an order awarding such fees and costs to the prevailing party as an additional part of the existing judgment or award.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Common Maintenance Areas or abandonment of the Owner's Lot. The personal liability of any Owner for delinquent assessments or other charges shall not pass to his or her successors in title unless expressly assumed by them. Liens for delinquent assessments and other charges shall be recorded in the office of the King County Recorder.

Section 2 – Use of Assessments

The assessments levied by the Association under Article 8 the Declaration shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvements and maintenance of the Common Areas and Common Maintenance Areas (as provided in Article 7 of the Declaration).

Section 3 – Annual Assessment

The annual assessment shall be One Hundred Fifty and No/100 Dollars (\$150.00) per Lot; 20 percent (20%) of which shall be allocated and paid to the Declarant for plat management services provided by Declarant. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping and other management responsibilities.

The annual assessments described in this Article 11 shall commence on the date of recording of the final plat of Wilderness Hollow II. The first annual assessment for each Lot Owner shall be adjusted according to the number of days remaining in the calendar year calculated from the date of recording of the division in which the Lot is located.

The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases during the Development Period must directly reflect increases in the above-recited costs.

After the Development Period expires, the maximum annual assessment may not be increased each year more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership pursuant to Section 3(e) of this Article 11 of the By-laws.

After the Development Period expires, the maximum annual assessment may be increased by more than ten percent (10%) over the previous year's maximum annual assessment only if two-thirds (2/3) of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

After the Development Period expires, the Board of Directors shall fix the annual assessment in accordance with the above-recited standards.

**ARTICLE 12
CORPORATE SEAL**

The Association may have a seal in circular form, having within its circumference the words: "Wilderness Hollow II Homeowners' Association."

**ARTICLE 13
AMENDMENTS**

Section 1 – Class of Membership

So long as Declarant is a Class "A" or Class "B" voting member of the Association, these By-laws may not be amended without the written consent of the Declarant.

At such time as Declarant is no longer either a Class "A" or Class "B" voting member of the Association (or, prior to such time, with the consent of the Declarant), these By-laws may be amended by a majority of the Board of Directors. The Members shall have concurrent power to amend the By-laws (subject, if applicable, to obtaining any consent of Declarant required by this Section 1 of Article 13) at a regular or special meeting of the Members, by a vote of a majority or a quorum of Members present in person or by proxy.

Section 2 – Authority

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 Declaration and these By-laws, the Declaration shall control.

**ARTICLE 14
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the incorporation.

**ARTICLE 15
DELEGATION OF USE**

Any Owner may delegate his or her right of enjoyment of Common Areas and Common Maintenance Areas to members of his or her family, or to his or her tenants. In the event an Owner rents or leases his Property, a copy of this Declaration, as well as any rules or regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

Each Owner personally, shall be responsible for any damages to any Common Areas or Common Maintenance Areas (or any other area maintained by the Association) or to any other Association property, whether real or personal, caused by an Owners' family, guest, tenant, agent, workman, contractor, or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of the damages.

ARTICLE 16 MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT PERIOD

Section 1 – Management by Declarant

Development period shall mean that period of time from the date of recording the Declaration until (1) the date five (5) years from the date of recording the Declaration or (2) the thirtieth (30) day after Declarant has transferred title to the Purchasers of Lots representing 100 percent (100%) of the total voting power of all Lot Owners as then constituted (so that Declarant no longer is entitled to vote either as a Class "A" or Class "B" member of the Association pursuant to Article 10, Section 3, of the Declaration, or (3) the date on which Declarant elects permanently to relinquish all of Declarant's authority under this Article 3.

Notwithstanding anything in the Declaration to the contrary, until termination of the Development Period, either upon the sale of the required number of Lots, the expiration of five (5) years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2 – Notice to Owners

Not less than ten (10) nor more than thirty (30) days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a special meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provisions of the Articles or these Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of 10 percent (10%) Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote in said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on the date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3 – Temporary Board

Declarant may in Declarant's sole discretion, and at such times as the Declarant deems appropriate (including in the Articles of Incorporation of the Association, if the Declarant is the Incorporator of the Association), appoint three persons who may be Lot Owners, or may be representatives of corporate entities or other entities that are Lot Owners, as a Temporary Board. This Temporary Board shall be for all purposes the Board of Directors of the Association, and shall have full authority (including the authority to adopt or amend the Bylaws of the Association) and all rights, responsibilities, privileges and duties to manage the Properties under the Declaration and shall be subject to all provisions of the declaration, the Articles and these Bylaws. Provided that, after selecting a Temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the Temporary Board and reassume the Declarant's management authority under this Article 16, or select a new Temporary Board under this Article 16. When the Declarant has appointed a Temporary Board, the Temporary Board, during the Development Period, shall have, and may fully exercise, any power or authority granted to the Permanent Board after the Development Period.

Section 4 – Managing Agent

So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of the Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, collecting and expending all assessments and Association funds, and enforcing the Declaration (including foreclosing any liens provided for by the Declaration). Any such managing agent or the Declarant shall have the exclusive right to contract for all

goods and services, payment for which is to be made from any monies collected from assessments. In the event that Association expenses exceed assessments, any monies provided by Declarant for Association expenses that would otherwise be paid for out of Association assessments shall be considered a loan to be repaid to Declarant through regular or special assessments from the Association, together with interest at 12 percent (12%) per annum.

Section 5 – Declarant Obligations

Notwithstanding anything in these By-laws to the contrary, Articles 3, 4, 5, 6, 7 and 8 shall not create any obligations on Declarant during any period within the Development Period in which the Declarant (1) has not appointed a Temporary Board, and (2) Declarant is managing the Property pursuant to the Provisions of the Declaration and this Article 16. Declarant, if Declarant wishes, may follow any provision of Article 3, 4, 5, 6, 7, and 8 of these Bylaws.


Declarant shall have the management authority granted by this Article 16, notwithstanding anything in these Bylaws to the contrary. Declarant has caused the Temporary Board to be appointed in the Articles of Incorporation of the Association. Declarant may terminate the Temporary Board and reassume the Declarant's management authority under this Article 16, reappoint and terminate successor Temporary Boards, or take any other action permitted by this Article 16, without affecting the authority given the Declarant by this Article 16 and the Declaration to manage the Property and organize the Association at the Declarant's sole discretion.

This Article 16 shall cease to be effective upon termination of the Development Board and the election of the first Board of Directors to be elected under Section 2 of this Article 16.

Section 6 – Purpose of Declaration

The requirements and covenants contained in the Declaration and contained, in part, in this Section XVI of these Bylaws, are made to ensure that the Properties will be adequately administered.

IN WITNESS WHEREOF, we, being all of the Directors of Wilderness Hollow II Homeowners' Association, have hereunto set our hands this 6 day of July, 2007



David Proctor, President

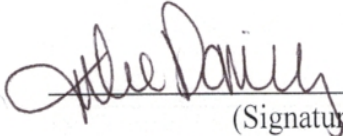


Joe Coluccio, Secretary

State of Washington
County of King

I certify that I know of have satisfactory evidence that David Proctor & Joe Coluccio is the person(s) who appeared before me, and said person(s) acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President and Secretary of Wilderness Hollow II Homeowners Association to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated July 6, 2007



(Signature)
NOTARY

(Title)



My appointment expires 11-9-09