



Return Name and Address:
LARRY HAAK
422 Cherry Blossom Loop
Richland, WA. 99352

PLEASE PRINT OR TYPE INFORMATION:

Document Title:	BYLAWS
Grantor(s)(Last name first, first name, middle initials):	1. Cherry wood Estates Homeowners ASSOCIATION 2. 3. 4. Additional names on page _____ of document.
Grantee(s)(Last name first, first name, middle initials):	1. Public 2. 3. 4. Additional names on page _____ of document.
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)	 Additional legal is on page _____ of document.
Reference Number(s) of documents assigned or released:	2005 - 00 3828 Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number: <u>(MUST HAVE 15 DIGITS)</u>	 Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	



**Cherrywood Estates Homeowners Association
Table of Contents**

Section Number & Title	Page #
Section 1: Board Organization	
1.1 Purpose	1
1.2 Conveyance of Property	1
1.3. Board of Directors	1
1.4 Voting	1
1.5 Effective Date	1
1.6 Severability	1
Section 2: Board Responsibilities	2
2.1 Notices and Meetings	2
2.2 Rule Making and Amendments	2
2.3 Enforcement	2
2.4 Association Services	3
2.5 Record Keeping	3
2.6 Reserve Account	3
2.7 Insurance and Indemnification	3
Section 3: Annual Budgets and Assessments	3
3.1 Budget Preparation	3
3.2 Assessments and Late Charges	4
3.3 Liens and Foreclosures	4
3.4 Member Damages	4

Section 1: Board Organization

1.1 Purpose. As noted in section III of the Cherrywood Estates Covenants, Conditions, and Restrictions; Benton County public record 2005-003828 dated February 4th, 2005; the Homeowners Association (hereinafter described as 'the Association') was created to manage, administer, and enforce the covenants, conditions, and restrictions of the subdivision. Additionally, this document sets forth the bylaws governing Association operations to guarantee adequate maintenance and use of common areas in a cost effective and efficient manner.

1.2 Conveyance of Property Allpro Inc.(hereafter referred to as "Developer") hereby conveys legal responsibility for the control and maintenance of Common Areas or other property to be maintained by the Association effective with the recording of this Declaration and subject to existing easements and encumbrances of record. The right of each Owner (hereafter referred to as "Member") to use the Common Areas, shall be appurtenant to and pass with the ownership of each Lot, and shall extend not only to each Member, but also to its tenants, household members, and guests. The right to use the Common Areas shall be governed by the provisions of these bylaws.

1.3 Board of Directors. The Homeowners Association shall be governed by a Board of Directors (hereafter referred to as "Board") made up of 5 Association Members, including a President, a Vice President, and a Secretary-Treasurer. Directors normally will serve for a period of 2 years. At the first meeting of the Association, Members may nominate Board Members for consideration and subsequent member vote. Directors will be elected by Member vote as provided in Section 1.4. The Board shall assume the responsibilities of the Architectural Control Committee or may delegate this responsibility to assigned agents. As noted in Section IV-B of the Covenants, Conditions, and Restrictions document (hereafter referred to as "CCR"), as long as the Developer owns any property in Cherrywood Estates, or any adjoining property, the Developer shall be entitled to appoint two (2) members to the ACC. In the event of death or resignation of any Director on the Board, the remaining Directors are authorized to make decisions and oversee operations until an election or appointment is made to fill vacancies on the Board. Due to unusual circumstances such as misconduct, a Director may be removed from serving on the Board with a majority vote of its Members. Directors shall not be entitled to any compensation for services performed, but will be entitled to reimbursement for actual expenses conforming to the guidelines of this Declaration.

1.4 Voting. The total potential voting power of the Association shall equal the number of Lots included within the Property. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves, they shall lose their right to vote on matters in question. A Member may, by written notice to the Board, designate a voting representative for the Lot. The designation may be revoked as well at any time in the same manner. The Board may authorize voting by mail or email on Association matters. However, Members must submit their vote prior to each established deadline to be considered. The Board shall not be required to delay decisions because of late voters. Board nominations will take place based on the 4 mailbox zones within the neighborhood. Members from each mailbox zone will nominate and elect a person within their mailbox zone (See Attachment A for a listing of addresses within each mailbox zone). One

Board member will be nominated and elected by the entire association. The elected board will elect its officers on an annual basis.

1.5 Effective Date. This Declaration shall become effective upon recording of the same.

1.6 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

Section 2: Board Responsibilities

2.1 Notices and Meetings. All notices given under the provisions of these bylaws shall be in writing and may be delivered either personally or by mail/email. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Member mailing addresses may be changed by written notice to the Board.

The Board's initial mailing address will be determined by the board after initial elections, and may be changed from time to time by written notice 30 days in advance to Members using the latest addresses on file. Association meetings of the Members shall be held at least once each year or more frequently as determined by the Board. Notices for Association meetings shall be provided at least 14 days in advance.

2.2 Rule Making and Amendments. The Board is empowered to adopt or amend detailed administrative rules and regulations necessary to insure compliance with the guidelines of this Declaration. The rules and regulations of the Association shall be binding upon all members and other persons claiming an interest in the property.

As noted in Section VII of the Cherrywood Estates Covenants, Conditions, and Restrictions, the bylaws of this Declaration may be amended by written consent of at least 75% of its Members, and followed by the recording of a written instrument indicating the terms of the amendment. If an amendment is proposed by at least 30% of its Members, then regardless of whether the Board concurs, it shall be submitted to all Members of the Association for consideration at an Association meeting for which timely notice shall be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. The Board will handle preparation and recording of amendments on behalf of the Association. The written signature of the Board President and one other Director is required to certify that the recorded amendment is approved by the Board.

2.3 Enforcement. No structure shall be permitted to fall into disrepair, and each structure shall at all times be kept in good condition. If a Member's structure or landscaping becomes dangerous, unsafe, unsightly, unattractive, or a public nuisance, the Board, upon 15 days prior written notice, shall have the right to enter upon the Member's Lot to correct the condition. Said Member shall pay amounts due for such work within 15 days after receipt of written demand, or the amounts may at the option of the Board, be added to the amounts payable as Assessments.

Unpaid costs shall create a lien enforceable in the same manner as other Assessments set forth in Section 3.3.

The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Member to comply with the provisions of this Declaration, or the rules and regulations of the Association may give rise to a cause of action by the Board against any said Member for recovery of damages, injunctive relief, or both. If a legal action is brought to enforce compliance with the provisions of the Association bylaws, the prevailing party shall be entitled to judgment against the other party for reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

The failure of the Board in any instance to insist upon strict compliance with Association bylaws, to serve any notice, or to institute any action shall not be construed as a waiver for its Members. Additionally, Board receipt of payment for any assessment with knowledge of any breach by the Member, shall not constitute a waiver of the breach. No waiver of any requirement shall be effective unless written approval is provided by the Board.

2.4 Association Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary for the functioning of the Association. The Board may hire such employees or sub-contractors, as it considers necessary.

2.5 Record Keeping. The Board shall cause to be kept complete and accurate records of the expenditures of the Association. Accounting shall be consistent with generally accepted accounting principles. Records shall be available for examination by its Members, mortgagees, or agents during normal business hours. In the event that assessments exceed \$20,000.00 on an annual basis, the Association financial statements will be required to be audited by an independent CPA unless waived by a minimum of 67% vote of the Members.

2.6 Reserve Account. The Board shall establish and fund a reserve account with a reputable banking institution authorized to do business in the State of Washington. The reserve account shall be used for unanticipated repairs and improvements of property maintained by the Association.

2.7 Insurance and Indemnification. The Board shall cause the Association to purchase and maintain policies of insurance for the protection of the Association's Directors and agents from personal liability in the management of the Association's affairs. Other insurance shall also be purchased as the Board deems advisable.

Each Director or individual acting on behalf of the Association shall be indemnified by the Association against all expenses and liabilities including legal fees, except in cases where a Director or individual is adjudged guilty of willful misconduct in the performance of his or her duties. Indemnification for each settlement requires Board approval that such settlement and reimbursement is in the best interests of the Association.

So long as a Director or individual acting on behalf of the Association has acted in good faith without willful misconduct, no such individual shall be personally liable for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence.

Section 3: Annual Budgets and Assessments

3.1 Budget Preparation. The Board may adopt whatever fiscal year or assessment period it deems convenient. Prior to the expiration of each year, the Board shall establish a budget upon which assessments are based. Fifteen days before the start of each year, the Board will provide each Member a financial summary of prior year expenses and the proposed budget for review and comment. When at least 30% of the Members provide written objection to the proposed budget, the Board must schedule a meeting to address Member concerns and consider modifications. Member initiated modifications to the budget must be approved by majority vote. Any failure by the Board to approve the budget and issue assessments before the expiration of any fiscal year shall not be deemed a waiver or modification of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments. Under such conditions, the assessment amount and payment method established for the preceding fiscal year shall continue until a new assessment is established.

3.2 Assessments and Late Charges. As described in the Cherrywood Estates Covenants, Conditions, and Restrictions, each Member agrees to pay assessments levied by the Association. Such assessments shall be determined annually by the Board and assessed equally among all lot Owners, non-inclusive of the original Developer. The Board will determine whether assessments are paid in monthly, quarterly, or annual payments. The Board may establish late charges and a rate of interest to be charged on assessments delinquent for a period of 15 days after the due date. If an installment on an assessment is not paid when due, the Board may elect to declare the payments for the remainder of the year to be immediately due and payable.

In rare instances of major damage (e.g., casualty loss) for which reserve funds or insurance proceeds are inadequate, the Board may initiate a special assessment to secure the needed funds. The special assessment shall be payable as determined by the Board via monthly, quarterly, or lump sum payments. The Board shall notify each Member not less than 15 days prior to the due date of the first payment along with a reasonably detailed statement of the estimated costs.

3.3 Liens and Foreclosures. The Board reserves the right to file a property lien for unpaid assessments over 30 days past due, bearing interest at the highest rate applicable to judgments in the state of Washington. The Association shall have the power to bring suit against any Member for unpaid assessments and to enforce the lien by foreclosure in the same manner provided for real property mortgages. Unpaid assessments resulting in foreclosure become the obligation of the purchaser of the foreclosure. If an attorney is required to assist in the collection of assessments or to enforce a lien, the Association shall be entitled to recover reasonable attorney's fees and related costs. The remedies provided herein are cumulative and the Board may pursue any available legal means for collection. Members will not avoid or escape liability for assessments by abandoning his or her Lot.



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Pg: 7 of 9
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Benton County

LARRY HAAK

MISC

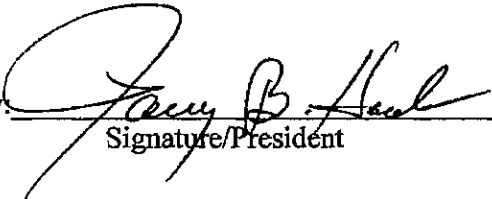
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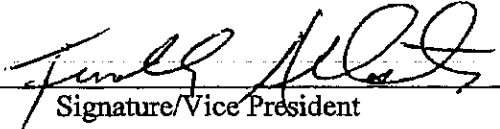
3.4 Member Damages. A member shall be fully liable for any damage to property maintained by the Association and caused by said Member or their family, dependents, guests, contractors, agents, or service personnel. Such damages shall be repaired to like new condition within 15 days of the occurrence. If Property is not restored to like new condition, the Board reserves the right to make said repairs and assess any associated expenses and penalties deemed reasonably necessary.



IN WITNESS WHEREOF, the undersigned Board of Directors of Cherrywood Estates cause this Declaration to be executed at Richland, Washington, on the date indicated below.

Dated this 10th day of September, 2007

By: 
Signature/President

By: 
Signature/Vice President

* * * * *

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Attachment A

Cherrywood Estate Mailbox Zone Detail

ZONE	DESCRIPTION
Northeast	Includes addresses 413 through 453 Cherry Blossom Loop
Southeast	Includes addresses 1303 through 1351 Jubilee Street and addresses 400 through 410 Cherry Blossom Loop
Southwest	Includes addresses 456 through 469 Cherry Blossom Loop and addresses 1260 through 1299 Jubilee Street
Northwest	Includes addresses 1239 through 1257 Jubilee Street and addresses 454 through 488 Cherry Blossom Loop