

**BYLAWS
OF
SALISHAN ASSOCIATION**

Article 1.

Name, Principal Office, and Definitions

1.1 Name. The name of the Association shall be Salishan Association (the "Association").

1.2 Principal Office. The principal office of the Association shall be in Tacoma, Washington. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.

1.3 Definitions. Capitalized terms used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Salishan, as amended (the "Declaration"), unless the context shall otherwise require.

Article 2.

Association: Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. Each Owner of a Unit, as set forth in the Declaration, shall be a Member of the Association.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members designated by the Board.

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be held at least sixty (60), but not more than one hundred twenty (120), days after the close of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings. The President may call special meetings and shall call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least ten (10) percent of the Units.

2.5 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members shall be delivered personally or sent by mail to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before

the date of such meeting, by or at the direction of the director, officer or other person calling the meeting. In the case of a special meeting, or when otherwise required by law or these Bylaws, the purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the U.S. mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid.

2.6 Waiver of Notice. Waiver of meeting notice of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at any meeting by a Member shall be deemed waiver of notice by such Member, unless such Member objects to the lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present for the meeting, a majority of the Members present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place for such meeting shall be given to Members in the manner prescribed for regular meetings.

2.8 Voting. The voting rights of the Members are set forth in the Articles and the Declaration, and such voting rights provisions are specifically incorporated in these Bylaws. Voting for the election of directors to be elected by the Members may be by ballots mailed to the Members. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. The Board may include on ballots any questions on which it seeks an advisory vote. Any other matters may be voted on by mail-in ballot to the extent allowed by law.

2.9 Proxies. At all meetings of the Members, Members may vote in person or by proxy. Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery or U.S. mail, or via telecopy to any Board member or the property manager. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to cast. If there is a conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail; or, if dated the same date, both shall be deemed invalid. No proxy shall be valid more than eleven (11) months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Unit.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes of the Members or other group as the context may indicate totaling more than fifty percent (50%) of the total number of votes cast. Except as otherwise provided in these Bylaws or in the Declaration or Articles, the majority of votes cast by Members, or other group as the context may indicate, shall determine all resolutions, actions and transactions taken by the Association or such other group.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing a majority of the Units shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Article 3. Board of Directors

A. Composition and Selection

3.1 Number of Directors.

The size and makeup of the Board are intended to reflect: the different interests of Rental and Ownership Unit Owners, Declarant's unique interest as described in Section 1.2 of the Declaration, and the fact that the Association will expand and change as the community grows over time.

3.1.1 Initial Board. Initially, the Board shall be comprised of three (3) Directors, one representing the Ownership Units and two (2) representing the Rental Units. The Declarant shall appoint the Rental Unit Directors. The Declarant shall appoint a Builder Owner purchasing at least five (5) Units as the initial Ownership Unit Director, to serve until a new director is elected as described in section 3.1.2.

3.1.2 Election. After at least fifty (50) Ownership Units have been sold to Owners who are not Builders, the Association shall call a meeting at which the Owners of Ownership Units shall elect the new Ownership Unit Director to serve a two (2) year term. Thereafter, the Ownership Unit Directors shall be elected, as described below. The Declarant shall continue to appoint the Rental Unit Directors.

3.1.3 Increase to Five. When additional property is first added to the Property under Article 14 of the Declaration, the number of directors shall be increased to

five (5). Two (2) Directors representing the Ownership Units shall be elected by the Owners of such Units, and the Declarant shall appoint three (3) Directors representing the Rental Units.

3.1.4 Further Increases. At any time, the Board may, by resolution, increase the number of directors to a maximum of nine (9), and identify the manner in which the additional directors are selected, provided that at all times, at least twenty percent (20%) and no more than thirty three and one-third percent (33-1/3%) of the directors shall be elected by the Ownership Unit Owners. The remaining directors shall be appointed by Declarant.

3.1.5 Declarant Appointment of Non-Voting Directors. To ensure that the Board considers the views of a diverse community, the Declarant shall have the additional right to appoint up to three (3) non-voting directors. The Declarant must notify the Association in writing of any such appointment.

3.2 Nomination of Directors. Except as to directors selected by the Declarant, nominations for election to the Board may be made by a Nominating Committee. The Nominating Committee, if established, shall consist of a chairman, who shall be a member of the Board, and three (3) or more Members who own Ownership Units ("Ownership Unit Members"). The Nominating Committee shall be appointed by the Board not less than thirty (30) days after the election of directors to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations of Ownership Unit Members for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor if elections are held at a meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.3 Election and Term of Office. There shall be no cumulative voting. The candidates receiving the most votes cast by Ownership Unit Members shall be elected. The directors elected shall hold office until their respective successors have been elected or selected as provided herein and take office or until their sooner death, resignation or removal from office. Prior to any election, the Board shall establish staggered terms of one (1), two (2) or three (3) years for elected directors to ensure continuity on the Board. Directors may be elected to serve any number of consecutive terms.

3.4 Removal of Directors and Vacancies. Any Ownership Unit Director owning Ownership Units may be removed, with or without cause, by the vote of Ownership Unit Members representing at least sixty seven percent (67%) of the Units owned by such Members entitled to cast votes for the election of such director, but shall not be subject to removal by the Declarant. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Ownership Unit Members to fill the vacancy for the remainder of the term of such director.

Any Ownership Unit Director owning Ownership Units who has three (3) consecutive absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. Any person appointed shall be an Ownership Unit Member. In the event of the death, disability or resignation of an elected director, a vacancy may be declared by the Board, and it may appoint a successor from the Ownership Unit Members, who shall serve for the remainder of the term of such director.

B. Meetings.

3.5. Organizational Meetings. The Board shall hold its first meeting within ten (10) days after each annual election of directors.

3.6. Regular Meetings. Regular Board meetings of the Board may be held at such time and place as determined from time to time by Board Resolution, but at least one (1) such meeting shall be held during each quarter. Notice of the time and place of the meetings shall be communicated to directors not less than four days prior to the meeting; provided, however, that notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of the regular schedule shall constitute notice of such meetings.

3.7. Special Meetings. Special Board meetings of the Board shall be held when called by written notice signed by the President of the Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any business to be considered. Notice shall be give to each director by one of the following methods: (a) personal delivery, including commercial courier service; or (b) first class mail, postage prepaid; or (c) telecopy. All such notices shall be given at the director's telephone or fax number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a U.S. mailbox at least seven days before the time set for the meeting. Notices given by personal delivery or telecopy shall be delivered at least five (5) days before the time set for the meeting.

3.8. Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors present sign a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting prior to its commencement about the lack of adequate notice.

3.9. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a

majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting, at which a quorum is initially present, may continue to transact business, notwithstanding the withdrawal of directors, so long as any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.10. Compensation. No director shall receive any compensation from the Association for acting as such; provided this Section shall not prevent any director from being reimbursed for expenses authorized by the Board to be incurred on behalf of the Association. Nothing herein shall prohibit the Association from compensating a director, or an entity affiliated with a director, for services or supplies furnished to the Association in a capacity other than as a director under a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.11. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording therein all Board resolutions and all transactions and proceedings occurring at such meetings.

3.12. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion unless permission for the Member to speak is granted by the Chair of the meeting. In such case, the Chair may limit the time any Member may speak. Notwithstanding the foregoing, the President may adjourn any Board meeting and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as a pending or threatened litigation, personnel matters, etc.

3.13. Action Without a Formal Meeting. Any action to be taken or that may be taken at a Board meeting may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all directors, and such consent shall have the same force and effect as a unanimous vote.

3.14. Telephone Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment wherein all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties

3.15. Powers. The board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

In addition to the duties otherwise imposed, the Board shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation but not limitation:

- (a) preparation and adoption, in accordance with applicable provisions of the Declaration, of budgets in which the contribution of each Owner to the expenses of the Association shall be established consistent with the Declaration;
- (b) making assessments to defray the expenses of the Association, establishing the means and methods of collecting such assessments, and establishing the period of any installment payments of the assessments;
- (c) providing for the operation, care, upkeep and maintenance of property as provided in the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operations of the Association, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in performing their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors best judgment, in depositories other than banks;
- (f) making and amending rules;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, improvements or alterations as provided in the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, - as provided in the Declaration, and paying the premium cost of such insurance;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance, repair and other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner, and first Mortgagee, and the holder, insurers and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles, the Bylaws, rules-governing the Units and all other books, record, and financial statements of the Association.

3.16 Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

3.17 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) accounting and controls should conform to generally accepted accounting principles.

(c) cash accounts of the Association shall not be commingled with any other accounts.

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

(f) Annual financial statements, prepared in accordance with generally accepted accounting principles shall, not less than one hundred twenty (120) days after the close of each fiscal year and, prior to the annual meeting, be distributed to all Members. The Board may, but is not required to, have the financial statement of the Association audited by an independent certified public accountant; provided, however, the Members, by resolution, may require that the financial statements be so audited as a Common Expense of the Association.

3.18 Borrowing. The Association, acting through the Board, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities or the total amount of borrowing exceeds or would exceed ten percent of the budgeted gross expenses of the Association for that fiscal year.

3.19 Delegation to Manager. The Board may delegate any of its managerial duties, powers, or functions to any person, firm, entity or corporation (the "Manager"); provided that any management Agreement may be terminated by the Association:

- (a) For cause upon thirty (30) days advance written notice; and
- (b) Without cause upon ninety (90) days advance written notice;

The term of any such management agreement may not exceed one (1) year and may be renewable by agreement of the parties for successive one (1) year periods.

The Members of the Board shall not be liable for any omission or improper exercise by the Manager of any duty, power, or function so delegated by written instrument executed by a majority of the Board.

3.20 Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit of the violating Owner (except the Declarant's property), and to suspend an Owner's right to vote for violation of any duty imposed under the Declaration, these Bylaws, or any duly adopted rules; provided, however, nothing herein shall authorize the Association to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, Bylaws or a rule and a fine is imposed, the fine shall first be assessed against the occupant with notice to the Owner. If the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws or any rule shall not be deemed a waiver of the right of the Board to do so thereafter. All rights and obligations of the Board under this Section may be delegated to a covenants committee established by the Board.

Article 4. Officers

4.1 Officers. The officers of the Association shall be a President, Secretary and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, as it shall deem desirable. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election - Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board at the first Board meeting following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise, may be filled by the Board for the unexpired portion of the term.

4.3 Removal. Any officer may be removed by the Board with or without cause.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices under applicable law, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board.

4.5 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board.

4.6 Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

4.7 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Washington law.

4.8 Treasurer. The Treasurer shall have primary responsibility for oversight of all financial matters for the Association, including preparation of the budget as provided for in the Declaration, preparation and delivery of the annual financial report, and assuring that the financial records of the Association have been maintained properly and in accordance with good accounting practices. The Treasurer may delegate all or part of the preparation and notification duties to a finance committee, a management agent, or both.

4.9. Resignation. 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 the receipt of such notice or at such later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.10 Agreements, Contracts, Deed, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by one or more officers or by such other person or persons as may be designated by resolution of the Board.

Article 5. Committees

5.1 General. Committees are hereby authorized to perform such tasks as may be delegated to a committee under Washington law and to serve for such periods as may be designated by a Board resolution. Each committee shall operate under the terms of the Board resolution designating the committee and the rules adopted by the board governing such committee.

5.2 Covenants Committee. In addition to any other committees which may be established by the Board, the Board may appoint a Covenants Committee consisting of at least three and no more than seven members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held under Section 3.20.

5.3 Management Committee. The Board may establish a committee consisting of one or more of its members with the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

Article 6. Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Washington law, the Articles, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts between the provisions of Washington law, the Articles, the Declaration and these Bylaws, the provisions of Washington law, the Declaration, the Articles and the Bylaws, in that order, shall prevail.

6.4 Books and Records.

(a) The Declaration, Bylaws and Articles, any amendments to the foregoing; the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Units at the office of the Association or at such other place within the Property as the Board shall prescribe. The Board may establish reasonable rules with respect to notice to be given to the custodian of the records, hours and days when such an inspection may be made, and payment of the cost of reproducing copies of documents requested.

(b) Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association in furtherance of such director's duties as a director.

(c) No holder, insurer or guarantor of a first Mortgage on a Unit, director or Member of the Association, or any representative or agent of any of the foregoing shall make any use of, or allow any other person to make any use of, any Association documents copied pursuant to this Section 6.4, for any purpose not related to the Association or a Person's interest in or prospective interest in a Unit. This prohibition includes, but is not limited to, the use of the Membership register for advertising, solicitation or distribution of materials for any commercial purpose or any other purpose not related to the Association or a Member's interest in a Unit. The Association, the Board or any Member shall have a right to enforce this provision as provided by these Bylaws, the Declaration or Washington law.

6.5 Notices. Unless otherwise provided in these Bylaws, all notices, demand, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, by telecopy, or if sent by U.S. mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address of the Unit of such Member; or

(b) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members under this Section.

6.6 Amendment.

(a) Prior to the conveyance of the first Unit by Declarant to a Person other than a Builder, the Board may unilaterally amend these Bylaws. After such conveyance, the Board may amend these Bylaws with the consent of the Declarant but without a vote of the Members at any time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institution or government lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (iv) necessary to enable any government agency or private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit without the written consent of the Owner. So long as

the Declarant still owns property described in Exhibits A or B of the Declaration for development as part of the Property, it may unilaterally amend these Bylaws for any purpose, provided the amendment has no material adverse effect upon any substantive right of any Owner and does not adversely affect title to any Unit without the consent of its Owners.

(b) The Bylaws may also be amended upon a resolution duly adopted by the Board and approved by the affirmative vote of Members representing a majority of the Units and by the Declarant, so long as Declarant owns property in Exhibits A or B of the Declaration for development as part of the Property. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of Salishan Association, a Washington corporation, and that the foregoing Bylaws constitute the original Bylaws of said Salishan Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of December, 2011.

Secretary: Tim Sorenson
Tim Sorenson

Date: 12-1-11