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**Kenton Firs Community Association, Inc.  
P.O. Box 5338  
Kent, WA. 98064-5338**

Grantor: Kenton Firs Community Association, Inc.  
Grantee: Kenton Firs Community Association, Inc.

**DECLARATION OF PROTECTIVE COVENANT**

**As amended and adopted at the Annual Meeting of  
KENTON FIRS COMMUNITY ASSOCIATION, INC.  
December 1, 2013**

Which revokes and cancels each and every previous Declaration of Protective Covenant which are recorded by King County Recorder as record number :  
7112130405, 7205300455, 7509170416, 8210070493, 8801220883, 8901301103, 9002021362,  
981214-0621, 20000410000749, 20001227001229, 20030206001554, 20050412000749,  
20081211000253, 20101215000274, 20101215000274 re-recorded with certification and  
20140109000801.

**DECLARATION OF PROTECTIVE COVENANTS  
Restrictions and Agreements With  
KENTON FIRS COMMUNITY ASSOCIATION INC.  
A PLANNED UNIT DEVELOPMENT**

The members and sole owners of KENTON FIRS COMMUNITY ASSOCIATION, INC., a Washington Non-profit Corporation and sole owner of the Association, a Planned Unit Development (P.U.D.) of mobile home lots subdivided for the individual ownership and legally described as follows:

KENTON FIRS, according to a plat thereof recorded in Volume 94 of plats, pages 18 & 19 of the records of King County, Washington, subject to reservations and easement of record, HEREBY DECLARES AND IMPOSES the following protective covenants, restrictions, conditions, liens, and agreements (hereinafter collectively called “the COVENANT”) upon said real property and each lot and parcel thereof. This COVENANT is imposed pursuant to a general plan for the development and use of the subject property, which property will be conveyed by the owners, their successors, and assigns, subject to this COVENANT. This COVENANT shall run with the real property, shall be binding upon all parties having or acquiring any right, title, or interest in the subject property or any part thereof, and shall inure to the benefit of each owner of any portion of the subject real property.

**ARTICLE I  
DEFINITIONS**

The following terms, as used herein, shall have the meanings set forth in this Article:

1. **ASSOCIATION:** KENTON FIRS COMMUNITY ASSOCIATION, INC., its successors and assigns, a Washington non-profit corporation comprised of owners of the subject real property.
2. **KENTON FIRS:** KENTON FIRS is a Planned Unit Development of Mobile home lots (P.U.D.).
3. **PROPERTIES:** The real property within the Planned Unit Development of KENTON FIRS and such additional property as may hereafter be brought within the jurisdiction of the ASSOCIATION. Such additional real property shall be brought within the jurisdiction of the ASSOCIATION only upon amendment of the ARTICLES OF INCORPORATION of the ASSOCIATION by the affirmative vote of a two-thirds majority vote of all the members present at a meeting called for that purpose at which a quorum is present.
4. **COMMON AREA:** All real property owned by the ASSOCIATION and identified on the KENTON FIRS PLAT as “COMMON OPEN SPACE and tracts A, B, C, D, E, F and G.” This COMMON AREA shall be maintained in its natural state except that specific maintenance may be made as specified and approved by the Architectural/Agricultural Control Committee and further approved by a two-thirds majority of the members of the Board of Directors in a regular meeting. Major changes shall further be approved by a vote of the members of the ASSOCIATION as specified in the BYLAW.
5. **LOTS:** Any plot or parcel of land(s) shown upon any recorded subdivision map of the properties, except COMMON AREAS.

6. MEMBERS: Every person or entity who holds membership in the ASSOCIATION.
7. OWNERS: The record owner, whether one or more persons or entities, of a fee interest (the whole of which is not subject to a contract of sale) or a vendee's interest in a contract of sale to any lot, except persons having an interest merely as security for the payment of a debt or performance of an obligation.
8. RECREATION EASEMENT: A 30 feet buffer easement, around the perimeter of KENTON FIRS PLAT, adjoining each peripheral lot, in the plat, for the purpose of a screen and buffer wherein no fence or structure will be permitted without prior written approval of the Architectural Agricultural Control Committee. Trees and other vegetation existing in the Recreation Easement will not be removed unless such removal has received prior written approval of the Architectural Agricultural Control Committee. A buffer applies to using plants as sight and sound absorbers. No Recreation Easement portion of a homeowner's lot shall be stripped of this screening. If trees are removed, then other shrubs and trees are to be replanted.
9. DRAINAGE EASEMENT: Any easement for the purpose of conveying storm drainage from KENTON FIRS across and through adjoining property.
10. APPURTENANT EASEMENT: Includes both Recreation and Drainage Easements.
11. UTILITIES EASEMENT: Permanent easements to provide access and egress as required to maintain drainage, sewerage and utility facilities installed to serve KENTON FIRS.
12. SET-BACK REQUIREMENTS: The following minimum set-backs shall apply to the location of mobile homes; 10' - 0" (ten feet) front yard, 5' - 0" (five feet) side yards and 5' - 0" (five feet) rear yard (EXCEPT that there shall be a thirty foot (30') set-back on property which has a Recreation Easement).
13. COMMON DRIVEWAY EASEMENT: In the event that there is a common driveway for two (2) adjoining lots, each lot shall bear with it the right to cross the front ten (10) feet of the adjoining ten (10) feet of the adjoining lot, vehicles may cross this space for access and egress, and may use this space for turning-around, provided that no parked vehicle shall block the driveway or encroach upon the neighbor's lot. No shrubbery or other obstruction shall be placed in this area.
14. MOVING EASEMENT: Each lot in KENTON FIRS shall be subject to the right of the adjoining lot owner or occupant to access and egress for the purpose of moving mobile homes or other large objects with men and equipment across the adjoining five (5) feet and the front ten (10) feet of the adjoining ten (10) feet of the subject lot, provided that any fence, shrubbery or structure damaged in the process shall be restored by adjoining lot owner or, in the event that restoration is not possible or practical, damages shall be paid by mutual agreement or as arbitrated by the KENTON FIRS COMMUNITY ASSOCIATION at its next regular meeting.
15. PUBLIC RIGHT OF WAY: All lands within the boundary of Kenton Firs P.U.D. which have been deeded to King County for public road use.

ARTICLE II  
KENTON FIRS COMMUNITY ASSOCIATION

1. The ARTICLES OF INCORPORATION of the ASSOCIATION are to be filed with the Secretary of the State of Washington and with the Recorder of King County, Washington. Copies of the ARTICLES of INCORPORATION and the BYLAWS of the ASSOCIATION shall be available for inspection by members at the principal place of business of the ASSOCIATION, when drafted. Amendments to the ARTICLES of INCORPORATION and BYLAWS may be made with the approval of the members in the manner provided by law and the ARTICLES of INCORPORATION and the BYLAWS of the ASSOCIATION.

2. By this reference the ARTICLES of INCORPORATION, when drafted and filed as recited above and the BYLAWS of the ASSOCIATION when drafted, and all duly enacted present and future amendments thereto, will be incorporated herein as if fully set forth, and all persons acquiring any right and interest in any lot shall be bound thereby.

3. Each and every owner of any lot hereby covenants and agrees by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in any such deed or conveyance, to pay the ASSOCIATION such annual and special charges, dues, and assessments as shall be fixed, established, and levied by the BOARD OF DIRECTORS of the ASSOCIATION in the manner provided by the ARTICLES of INCORPORATION and the BYLAWS. Such charges, dues and assessments, together with interest thereon and cost of collection including reasonable attorney's fees, shall be a charge against the member(s) and a continuing lien upon the property against which any such charges or assessments are made; provided that such lien shall be subordinate to any first mortgage or deed of trust, whether prior or subsequent in time. Liens will be filed with the King County Recorder by the ASSOCIATION.

4. The annual assessment shall be one hundred twenty dollars per year, per lot. The assessment on each lot shall be paid, pro rata, to the following January 1 of each year. All dues will be invoiced to owners on January 1 of each year. All dues not paid by January 31 of each year shall be considered past due and assessed late fees as follows:

- a) On February 1 a Past Due Notice will be sent with a \$50.00 late fee due. If not paid within 30 days,
- b) On March 1 a second Past Due Notice will be sent with a \$100.00 additional late fee due. If not paid in 30 days,
- c) On April 1 a third Past Due Notice will be sent with a \$200.00 additional late fee due. If not paid in 30 days,
- d) If dues and all late fees are not received by May 1 the homeowner's account will be sent to collections. If dues and late fees are not collected within 90 days after being sent to collections, a lien for the amount of the dues, late fees, cost of attempted collection, cost of lien and cost of release of lien, will be filed with the King County Recorder's Office. All costs associated with notification, collections and liens are costs chargeable against the member.

5. All monies received or collected in payment of charges and assessments shall be used in accordance with the ARTICLES of INCORPORATION and the BYLAWS of the ASSOCIATION and may be used for the following purposes or such other purposes as deemed proper at the discretion of the BOARD OF DIRECTORS of the community ASSOCIATION in such amounts as they deem proper from time to time.

- a) To improve, maintain and operate the common areas, easements, community buildings, playgrounds, or any other facilities, for the use and benefit of owners of lots in said ASSOCIATION or any other property subject to the jurisdiction of the ASSOCIATION.
- b) To provide community awareness protection for KENTON FIRS P.U.D.; to improve and maintain entrances, lights, fences, appurtenant easements, common areas, and ornamental features not existing or to be erected or created; to maintain and care for trees in the common area and to remove trash or any other unsightly or obnoxious thing there from; and to keep the common areas clean and in good order.

6. Upon payment in full of the amount of all such charges and assessments as recited above, together with penalties as aforementioned, the ASSOCIATION shall file for record a proper release of any claim of lien heretofore recorded. Such release so recorded shall fully protect any title company or other persons insuring the title to such lot, and any purchaser or encumbrancer for value relying thereon.

ARTICLE III  
DEDICATION OF COMMON AREAS AND EASEMENTS

The owners, their successors and assigns, covenant and agree to execute, deliver, and record all deeds, assignments, dedications, or other instruments necessary to convey to the ASSOCIATION easements and fee simple title to the COMMON AREAS, as designated and described in the PLANNED UNIT DEVELOPMENT known as KENTON FIRS.

ARTICLE IV  
MEMBERSHIP

1. Every owner shall be a member of the ASSOCIATION provided that there shall not be more than one (1) member for each lot. Membership shall be appurtenant to, and may not be separated from, ownership of one or more lots. Every member shall have an equal right and easement of enjoyment in and to the Common Areas, subject to the following provisions:

- a) The right of the ASSOCIATION to reasonably limit the use by members and the number of guests of members.
- b) The right of the ASSOCIATION to charge fees, collect dues, and make assessments or obtain compensation in any other reasonable manner for the use, maintenance, improvement, or construction of any facilities and to give security therefore.
- c) The right of the ASSOCIATION to borrow money for the purpose of maintaining and improving the Common Areas and facilities and to give security therefore.

- d) The right of the ASSOCIATION to suspend all rights and easements, including voting rights, of a member for any period during which any fees, dues, assessments, or any other charges for which the member is obligated to the ASSOCIATION are not paid, or for any reasonable period as a sanction for the infraction of any published rule or regulation of the ASSOCIATION.
- e) The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREAS to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by two-thirds of the members provided that such dedication or transfer shall not be effective unless written notice of the proposed action is sent to every member not less than thirty nor more than sixty days in advance of the date of the meeting at which such action is to be considered by the members.

2. Any member may delegate his right of enjoyment to the common areas and facilities of the ASSOCIATION to the members of his family, his tenants, or his guests residing on his property subject to the right of the ASSOCIATION to limit the number of guests, as set forth herein.

ARTICLE V  
RESIDENTIAL AREA COVENANTS

The area covered by this COVENANT is the entire area described in the Planned Unit Development of KENTON FIRS.

1. STRUCTURES AND EQUIPMENT: No structure shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural/Agricultural Control Committee as to harmony of external design with existing structures and mobile homes, and location with respect to topography and finished grade elevations. Variations with regard to the provisions contained herein may be granted by the Architectural/Agricultural Control Committee. Furthermore, the construction of a structure must meet current City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner.

- a) The construction of auxiliary building(s) and structure(s) appurtenant to the mobile home shall be compatible in design and material with that of the mobile home as judged by the Architectural/Agricultural Control Committee. Furthermore, the construction must meet current City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner.
- b) All auxiliary building(s) and appurtenant structure(s) shall be constructed from new materials, except special decorative effects approved by the Architectural/Agricultural Control Committee.

2. MOBILE HOME: Units for residential living purposes shall contain a minimum of 420 square feet, and shall be ten (10) feet or more in the smallest external dimension. No mobile home shall be placed or relocated on any lot without prior approval of the Architectural/Agricultural Control Committee as to make, size, style, conditions, and location. All mobile homes shall be properly levelled and supported on an approved foundation(s) in accordance with City of Kent requirements.

3. SEWAGE DISPOSAL: No building shall be used for any permitted residential use provided for herein unless the premises are provided with adequate, modern plumbing appliances. All bathrooms and toilet conveniences shall be inside the main building and connected by underground pipes with the sewer. No outside privies shall be erected, maintained, or used upon any part of said property.

4. FENCES: A fence will be defined as a masonry wall or a barrier composed of posts connected by boards, rails, panels, or wire for the purpose of enclosing space or separating parcels of land. The term “fence” does not include retaining walls. A fence, wall, or hedge must be located according to the City of Kent zoning codes current at the time of construction.

- a) No barbed wire or electric fences shall be erected in any lot.
- b) No fence shall be located in any public right of way.
- c) No fence shall be erected until the design and specifications of said construction shall be approved by the Architectural/Agricultural Control Committee, as hereinafter provided. The construction of any fence must meet City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner.

5. MOBILE HOME SKIRTING: The owner of each mobile home shall provide skirting around the entire exterior with finish to match trim or mobile home within 60 days after erection, assembly or placement upon a lot, and said skirting shall be approved by the Architectural/Agricultural Control Committee and shall be maintained in good condition.

6. UTILITIES CONNECTIONS: All meters and hook ups to power, water, gas, sewage, or other utilities shall be suitably screened and approved by the Architectural/Agricultural Control Committee.

7. DRIVEWAYS AND PARKING: Each lot shall be provided with an asphalt or concrete paved driveway within 90 days after placing a mobile home on the lot. The size of the driveway must allow for City of Kent requirements for permeable land on the lot.

- a) Parking on lawns or in yards is not permitted per City of Kent Code.
- b) City Code prohibits parking alongside or adjacent to landscaped islands in a cul-de-sac.
- c) The driveway and parking area must provide adequate parking for all vehicles of owners and/or renters including recreational vehicles.

- d) All excess vehicles, (cars, trucks, motor homes, camping trailers and boats) must be stored or parked outside of KENTON FIRS.
- e) All streets and cul-de-sacs must have emergency vehicle access at all times.
- f) Occasional on-street parking is allowed for guests. (Occasional is not to be construed as every day.)
- g) Street parking of vehicles cannot block access to any street, mailbox or driveway or cause there to be less than enough space for two vehicles to drive in opposite directions on any street.

8. VEHICLE MAINTENANCE, REPAIR AND STORAGE: All vehicles in KENTON FIRS must be operational with current tabs. Only minor vehicle maintenance and repairs to owner's or renter's vehicles can be done on property in KENTON FIRS. All other maintenance and repairs must be done outside of KENTON FIRS.

9. HOME BASED BUSINESSES: No owner or renter shall conduct a business in KENTON FIRS that requires customers to be at their residence or to leave personal property in KENTON FIRS for the business to service. Residents may have home based businesses in accordance with Kent City Code that require a home office only and the performance of that business is conducted outside of KENTON FIRS.

10. NUISANCE PROHIBITED: No activity shall be conducted or allowed in or upon any lot, street, or common area which is or may become a nuisance. A "nuisance" is a condition which wrongfully affects the rights of an entire community or neighbourhood:

- a) the extent of damage may be unequal, in such a manner that the condition annoys, injures, or endangers the comfort, repose, health, or safety of others, or
- b) interferes with, obstructs or tends to obstruct, or render dangerous for passage, any public street or any other public place, or
- c) in any way renders other persons insecure in life, or in the use of property.

11. SIGNS: The only signs permitted are:

- a) One (1) sign of not more than five (5) square feet advertising the property for sale.
- b) Political signs no larger than 18" x 24".
- c) Warning and Security signs of not more than one (1) square foot in area.

No sign of any kind shall be displayed to the public view on any common area other than those specified and approved by a two-thirds majority of the members of the Board of Directors in a regular meeting.

12. WIRING: All wiring to buildings, mobile homes, or accessory buildings of any type shall be underground.



13. ANIMALS: Rules of the City of Kent with respect to the keeping of animals apply. A maximum of two animals (dog or cat) shall be allowed on any lot, subject to Section 10 (Nuisance) hereof. Unweaned puppies or kittens shall be permitted in excess of said number, until weaned between 6-8 weeks of age.
14. RADIO, TELEVISION, TRANSMITTERS: No external antenna shall be permitted unless approved by the Architectural/Agricultural Control Committee. Regulation size satellite TV dishes are permitted.
15. ZONING: No lot shall be used for purposes other than single-family residential use.
16. SUBDIVISION: No subdivision of any lot shall be permitted. .
17. RECREATION EASEMENT TREATMENT: Owners of lots subject to recreation easement as set forth in the KENTON FIRS plat will be permitted to remove trees or vegetation from easement only upon written approval of the Architectural/Agricultural Control Committee. No structure or fence will be permitted in the easement without prior written approval of the Architectural/Agricultural Control Committee, and any structure or fence permitted in the easement must meet current City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner. Said area is set aside for the purpose of screening and buffering KENTON FIRS PLANNED UNIT DEVELOPMENT.
18. SCREENING: Each owner shall provide screening by planting, fencing, or total enclosure for trash cans, garden tools, construction supplies and materials, and/or any other forms of collectibles stored on the property.
19. MAINTENANCE ON INDIVIDUAL LOTS: All lots shall be maintained reasonably free from weeds or other undesirable growth. Lawns shall be watered, trimmed, and otherwise reasonably maintained. Vegetable gardens will be permitted only in the rear half of the lot.
20. TRASH, DEBRIS AND GARBAGE: Each lot shall be kept free of trash, debris, and household garbage: (See BYLAWS, Article VII Section 15).
  - a) Garbage collection and removal shall be the sole responsibility of the owner. Collection and removal of household garbage on the property shall be performed on a weekly or bi-weekly basis. No other time schedule will be acceptable.
  - b) Building materials shall be stacked neatly pending construction. After construction the surplus materials shall be stored out of sight or removed.
21. FIRES: Open burning in KENTON FIRS, by any resident, within their property or in common areas will not be allowed. Fires for barbecues will be held in a manufactured implement, designed for charcoal, propane, or wood. Recreational free standing fire containers are allowed. The fire containers must be on concrete or concrete blocks. All other private burning will result in violations placed against the owner of the said property and notice will be given to the local Fire Department.

22. OUTDOOR SEASONAL DECORATIONS: Outdoor seasonal decorations shall be put out no earlier than one (1) month before the Holiday and removed within one (1) month after said Holiday.

23. SURVEY OF PROPERTY: Any property being upgraded with another unit must have all property survey lines clearly marked and/or a copy of current survey must be provided to Architecture/Agricultural Control Committee for the homeowner's file.

24. COMMON AREAS: The common open areas identified as tracts A, B, C, D, E, F and G shall be maintained in their natural state. They are for the use and benefit of all owners and renters of lots in the KENTON FIRS ASSOCIATION.

- a) Common areas shall be maintained through volunteer work parties and through the ASSOCIATION budget.
- b) Expansion into the common areas by lot owners adjacent to a common area is not allowed. Any destruction of or dumping in the common area is subject to the assessment of fines.
- c) Residents are responsible to clean up after their dogs in the common areas.

#### ARTICLE VI DURATION AND ENFORCEMENT OF COVENANTS

1. This COVENANT shall remain in force and effect in perpetuity.
2. The COVENANT may be amended by the affirmative vote of a seventy-five percent majority of the votes cast by members of the ASSOCIATION present in person or by proxy at any regular or special meeting which has been called and announced according to the BYLAWS and at which a quorum is present at the time the vote for the amendment is taken, or by an instrument signed by the owners of a ninety percent majority of the lots.
3. This COVENANT may be enforced by proceedings at law or in equity brought by the ASSOCIATION, the Architectural/Agricultural Control Committee, or any owner, which proceedings may be brought for the purpose of securing equitable relief, monetary damages or both. Notwithstanding the foregoing, no person or entity shall have the right to seek judicial review of any decision of the Architectural/Agricultural Control Committee or the trustees of the ASSOCIATION, except for fraud. No decision of the Architectural/Agricultural Control Committee or of the Directors of the ASSOCIATION shall be reversed for procedural irregularity, but the aggrieved party shall have the right to compel the Architectural/Agricultural Control Committee or the Board of Directors, as the case may be, to comply with the applicable procedural requirements contained herein or contained in the ARTICLES OF INCORPORATION or BYLAWS of the ASSOCIATION.
4. In any proceedings at law or in equity pertaining hereto, the court determining the matter shall have the right to assess costs, including those not taxable by statute, and attorney's fees incurred by any party, in such manner as the court determines to be just and equitable.
5. Invalidation of any of this COVENANT by judgement or by court order shall in no way affect any of the other provisions.

ARTICLE VII  
ARCHITECTURAL/AGRICULTURAL CONTROL COMMITTEE

1. There is hereby designated and appointed an Architectural/Agricultural Control Committee hereinafter called "THE COMMITTEE".
  
2. THE COMMITTEE may unanimously designate one or more of its members or a third person to act for and on behalf of THE COMMITTEE with respect to both ministerial matters and exercise of judgements vested in THE COMMITTEE, subject to review by THE COMMITTEE at the request of any member thereof. In all matters the decision of the majority of THE COMMITTEE shall be the decision of THE COMMITTEE. In the event of the death, resignation, or other inability to serve of any member of THE COMMITTEE, the remaining member or members shall have the authority (but not the obligation) to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of the Committee. The owners of a 2/3's majority of the lots within the properties shall have the authority to remove from office any member or members of THE COMMITTEE, with or without cause, and designate a successor or successors at any membership meeting called therefore.
  
3. The make, size, style, condition, and location of each mobile home and all buildings and structures, including walls, fences, and pools, and their location, shall be subject to approval by THE COMMITTEE. Complete plans and specification of all proposed buildings, structures, and exterior alterations, including mobile home location, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to THE COMMITTEE before construction or alteration is started and until written approval thereof is given by THE COMMITTEE. In the event THE COMMITTEE fails to approve or disapprove plans submitted to it within thirty days after submission, such plans and specifications shall be deemed to have been approved by THE COMMITTEE unless suit to enjoin construction pursuant to the submitted plans and specifications is commenced within 10 days after copies thereof are delivered to the owners of each adjacent lot within the properties, together with a statement to the effect that the said plans and specifications have been submitted to THE COMMITTEE, that thirty days have expired since the date of said submission, that no action has been taken thereon by THE COMMITTEE and that unless suit is commenced within ten days of this delivery construction will be commenced pursuant to said plans and specifications. No owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed with the approval of THE COMMITTEE or subsequent to notice as herein provided.
  
4. Copies of the plans and specifications in each case shall be delivered to and permanently left with THE COMMITTEE. As to all improvements, construction, and alterations, THE COMMITTEE shall have the right to refuse to approve any design or plan which is not suitable or desirable. THE COMMITTEE shall have the right to take into consideration the suitability of the proposed mobile home or building and the material of which it is built or to be built, the harmony thereof with the surroundings, and the effect of the mobile home or building or alterations therein as planned, on the outlook of the adjacent or neighboring property and any and all other factors which, in THE COMMITTEE'S opinion shall affect the desirability or suitability of such proposed mobile home, structure, improvement, or alteration.

5. Notices of violations of the covenants will be sent to owners and their renters and will result in the assessment of fines. Homeowners are responsible to correct the violation(s), or apply to the COMMITTEE with a written plan to correct the violation (s), within 30 days of notice of the violation(s).

- a) If the violation(s) is/are not corrected, or a written plan received and approved within the thirty days, a \$50.00 fine will be due for each violation and a second notice will be sent with an additional 30 day notice.
- b) If the homeowner fails to correct the violation(s) by the end of the second 30 day notice an additional \$100.00 fine for each violation will be due and a third 30 day notice will be sent.
- c) If the violation (s) is/are not corrected at the end of the third 30 day notice period an additional fine of \$200.00 will be due for each violation.
- d) If the violation(s) is/are not corrected by the end of the combined period of 120 days, or a written plan submitted and accepted by the COMMITTEE, the homeowner's account will be sent to collections, and all costs for notification and collection will be the responsibility of the homeowner.
- e) If the fines are not collected within 90 days after being sent to collection, a lien for the cost of the fines, cost of collection, cost of lien and cost of release of lien, will be filed with the King County Recorder's Office. All costs of the notification, collections and liens will be the responsibility of the homeowner.

6. THE COMMITTEE shall have such other and additional duties and authority as is vested in THE COMMITTEE, directly or by implication, by this COVENANT and by the ARTICLES of INCORPORATION and BYLAWS of the ASSOCIATION hereinafter to be filed. All decisions of THE COMMITTEE shall be subject to review, at the request of any member of THE COMMITTEE or any interested party, by the Board of Directors of the ASSOCIATION. The Board shall have jurisdiction of any matter within the jurisdiction of THE COMMITTEE upon request by THE COMMITTEE that the Board of Directors accept initial jurisdiction. The Board of Directors shall determine any of said matters presented to it within sixty days of submission unless all parties concerned agree to an additional period of time for consideration and determination.

7. Within six months of the filing of the ARTICLES of INCORPORATION of the ASSOCIATION, the Board of Directors shall designate successor members of THE COMMITTEE, three (3) in number, to replace those designated herein and to function and operate as provided herein.

#### ARTICLE VIII UTILITY ACCESS

The ASSOCIATION, utility companies, and districts will be permitted to enter upon any part of KENTON FIRS as required to provide and maintain adequate service to owners and residents.

ARTICLE IX  
RENTAL HOMES & THE OWNERS RESPONSIBILITIES

The Board of Directors shall reserve the right to access for maintenance needs and to assess charges for service costs, fines for uncorrected covenant violations, and/or interest rates for unpaid assessments to the property owner provided that the owner has been notified, in writing, of any and all violations to this COVENANT, BYLAWS, or Amendments. Assessments not paid within the requested time frame, will be sent to collections; then if still not paid a lien will be filed per Article VII, Section 5 e) above.

The following responsibilities shall be held by the owners of mobile home(s) within KENTON FIRS:

1. OWNERS: All owners of rental properties will provide KENTON FIRS treasurer with their contact information. The name(s) of owner(s) on Deed of Trust, current address and phone number or email address. This information must be updated any time there is a change of ownership.
2. RENTALS: Owners that establish the mobile home as a “rental” shall give notice to the Treasurer of the ASSOCIATION before securing an occupant.
3. OCCUPANTS: Each renter’s name and phone number shall be furnished to the Treasurer of the Association before or on the day of occupancy.
4. MAINTENANCE: Trash, debris, household garbage collection of said property will be the sole responsibility of the owner. Failure to keep the property in a clean and orderly condition shall constitute a violation, and shall be handled as such, as described in Article VII, Section 5 of the COVENANTS and Article VII, Section 3 of the BYLAWS.
5. RENTER COMPLAINTS & ISSUES: Renter complaints and issues must be presented to the Board of Directors by the property owner.

The restrictions and guidelines of the COVENANTS and BYLAWS shall be upheld by the renting OCCUPANT, and any violations of the aforementioned guidelines or restrictions shall be the sole responsibility of the property Owner.

ARTICLE X  
EFFECTIVE DATE

This COVENANT becomes effective upon being filed in the office of the King County Recorder.

KENTON FIRS COMMUNITY ASSOCIATION, INC.  
A Washington Non-profit Corporation

BYLAWS  
KENTON FIRS COMMUNITY ASSOCIATION  
A WASHINGTON NON-PROFIT CORPORATION

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ARTICLE I  
NON-PROFIT CORPORATION

1. The name of this Association shall be “KENTON FIRS COMMUNITY ASSOCIATION,” and for convenience, may be referred to hereinafter as the “ASSOCIATION.”
2. This ASSOCIATION shall be organized and operated as a non-profit corporation under the laws of the State of Washington.

ARTICLE II  
GENERAL POWERS

1. As managed by the Board of Directors, the ASSOCIATION may do any act or thing deemed necessary or advisable to accomplish its purposes as set forth in the ARTICLES OF INCORPORATION.
2. The ASSOCIATION shall have the power to levy and collect assessments against its members, and against the KENTON FIRS real estate owned or purchased by them, as required to finance its fiscal budgets and obligations; and to sell or forfeit their interest in the ASSOCIATION for default with respect to any lawful provision of the BYLAWS and upon foreclosure against any such real estate as by law and in the BYLAWS provided.
3. These BYLAWS and the purposes for which this ASSOCIATION was created may be amended, altered, modified, enlarged, or diminished by a majority vote of the membership as set forth in Section 3 of Article VI hereof.
4. The ASSOCIATION shall have the power to do any and all such acts and things as may be provided in these BYLAWS and in any manner herein provided for the administration, advancement, and protection of all KENTON FIRS property.
5. The ASSOCIATION shall have the powers to do all things permitted by law as set forth in RCW 24.03.035.

ARTICLE III  
MEMBERSHIP

1. The membership of this ASSOCIATION shall consist and be limited to owners of real property within the following area:

KENTON FIRS according to plat thereof recorded in Volume 94 of plats, pages 18 & 19 of the records of King County, Washington: provided that additional property may be brought within the jurisdiction of the ASSOCIATION upon amendment of the ARTICLES of

INCORPORATION in the manner set forth herein for amendments. Each lot owner shall have one vote for each lot owned.

2. Membership and certificates evidencing the name shall be inseparably appurtenant to tracts owned by the members in the real property described in Section I of Article III hereof, and upon transfer of ownership or contract for sale of any such tract, membership and certificate of membership shall ipso facto be deemed to be transferred to the grantee of contract purchaser. No membership or certificate of membership may be transferred, assigned or in any manner conveyed other than in the manner hereinabove set forth. In the event of foreclosure against any tract by a judicial proceeding, the transfer of membership shall not be deemed to be complete until the issuance of sheriff's deed at the expiration of the period for redemption. In the event of the death of a member, the membership and certificate of membership of such deceased member shall be and become the property of the personal representative of such deceased member upon appointment and qualification as such in a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of the deceased member until title shall be transferred or contracted to be transferred.

3. No membership shall be forfeited nor member be expelled except upon foreclosure for non-payment of assessments or purchase of land by the ASSOCIATION in lieu of foreclosure as elsewhere in these BYLAWS provided, and no member may withdraw except upon transfer of title to the real property to which his membership is appurtenant, as elsewhere herein provided. No compensation shall be paid by the ASSOCIATION upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the ASSOCIATION.

#### ARTICLE IV DISSOLUTION

In the event of the dissolution of the ASSOCIATION, each person who is then a member shall receive his pro rata share of the property and assets after all of its debts have been paid.

#### ARTICLE V DIRECTORS & OFFICERS

1. Corporate powers of the ASSOCIATION shall be vested in a Board of Directors. The number of Directors who shall manage the concerns of the ASSOCIATION shall be not less than seven. At any annual meeting or at any special meeting called therefore, the members may increase or decrease the number of Directors to any number not less than seven.

[a] The Board of Directors consists of a President, Vice-President, Secretary, Treasurer, Newsletter Editor and four (4) Architectural/Agricultural Control Committee (AAC Committee) Members: Chairman, Position 1, Position 2, and an Alternate.

[b] Members of the Board of Directors are elected at the annual meetings as follows: President, Secretary, Newsletter Editor, AAC Committee Position 1 and Alternate shall be elected on even years. Vice-President, Treasurer, AAC Committee Chairman and Position 2 shall be elected on odd years.

2. The initial Board of Directors of the ASSOCIATION, named in the ARTICLES of INCORPORATION must be members and shall serve for a period of two years. If a Director resigns during his or her term, the Board will appoint an ASSOCIATION member to complete the term.

3. Each subsequent Director:

- [a] shall be a land owner within KENTON FIRS proper,
- [b] shall be dwelling as a resident within KENTON FIRS proper,
- [c] shall not have lost the right to vote by reason of having disposed of the land to which the Membership is appurtenant,
- [d] shall not have lost the right to vote by any infractions of Article X, Sections 1 & 2.

4. In the event a Director ceases to be the owner of or ceases to have a contract to purchase the land to which his membership is appurtenant, he shall thereby cease to be a Director and his office shall become vacant upon written notification without action.

5. The Board of Directors shall meet during the first two weeks of January. The Board of Directors may appoint an assistant Secretary and/or an assistant treasurer. Any two or more offices may be held by the same person, except the offices of President, Secretary, and Treasurer. Officers of the corporation shall hold office until the re-election of the office at the following annual meeting, or until their successors are duly qualified. Any officer may be suspended or removed by a majority vote of the Board of Directors. Both the outgoing and newly-elected Board of Directors shall attend the first Board of Directors meeting following the annual meeting. The new officers will be briefed and given any books, files, etc. that the outgoing officers have.

6. No salary or other compensation shall be paid to Directors, except Directors may be reimbursed or expenses incurred on behalf of the ASSOCIATION, and compensated for special services performed.

7. Any vacancy occurring on the Board of Directors shall be filled by appointment by a majority of the remaining directors. The person so appointed shall hold office until the next annual meeting of the members of the ASSOCIATION, at which annual meeting the remainder of the original term, if any, shall be filled by election by the members in the regular manner.

8. Indemnification. The Corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as a Director of the Corporation from and against any and all claims and liabilities to which such person shall become by reason of his have heretofore or hereafter been a Director of the Corporation, or by reason of any action alleged to have been hereafter taken or omitted by him as such Director, and shall reimburse each person for all legal and other expenses reasonable incurred by him in connection with any such claim or liability, provided, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim of liability arising out of his own negligence or wilful misconduct.

## ARTICLE VI MEETINGS

1. Annual meetings of the members of the ASSOCIATION shall be held at the principal place of business of the Association or at such other place within 20 miles of KENTON FIRS, as



the Board of Directors may elect. The annual meetings shall be held during the first twenty (20) days of December in each calendar year. Notice thereof shall be given by the Secretary by mailing or personal delivery of notice to each member not less than 10 days prior to the date of the meeting.

2. Special meetings of the members may be called at any time by the President or majority of the Board of Directors or by shareholders of the ASSOCIATION. Notice of a special meeting, stating the object thereof, shall be given by the Secretary by mailing or personal delivery of such notice to each member not less than ten (10) days prior to the date on which such meeting is to be held. At such special meeting no business shall be transacted other than that mentioned in the call.

3. At any meeting of the membership of the ASSOCIATION, twenty percent (20%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Each member in good standing, present in person or by proxy, shall be entitled to cast one vote for each lot owned. A two-thirds majority of the votes cast by the members at a meeting at which a quorum is present at the time that the vote is taken shall be necessary for the adoption of any matter voted upon by the members unless a greater proportion is required by law.

4. Special meetings of the Board of Directors may be called at any time by the Secretary, on order of the President or a majority of the Board of Directors. The Secretary shall give each Director notice by mail, telephone, or personal delivery, of any special meetings. No action shall be taken as a result of any special meeting until the approval of at least five of the members of the Board of Directors has been obtained in the minutes of the meeting or in writing for that action. At such special meeting, no business shall be transacted other than that mentioned in that call.

5. Vote by proxy shall be in accordance with signed proxy statements delivered to the Secretary prior to the call to order of the scheduled meeting at which the proxy is to be used.

6. All ASSOCIATION documents, Certificates of Membership, Annual Meeting Notices, Notices of Special Meetings of the full membership, Amendments to the BYLAWS, Amendments to the COVENANT, Non-profit Annual Reports, and any or all legal or pertinent papers relating to a member or the ASSOCIATION, shall be mailed to each member and/or State, City, County Department, within the first 30 days following the date of documentation or as set forth in the procedures of the ASSOCIATION.

## ARTICLE VII POWERS & DUTIES OF DIRECTORS

The Directors shall have all powers conferred upon Directors by the laws of the State of Washington. They shall exercise the management and control of the business and affairs of the ASSOCIATION as provided by law and the BYLAWS of the ASSOCIATION. They shall have the power to do any and all acts necessary or expedient to accomplish and effect the purposes enumerated in the ARTICLES of INCORPORATION, amendments thereto, and the BYLAWS of the ASSOCIATION and agreements thereto. They shall have, among others, the following powers:

1. To conduct, manage, and control all affairs and business of the ASSOCIATION, to make and enforce rules and regulations therefore, to incur such expense as may be deemed proper in the administration of its affairs, and to authorize the execution of contracts and obligations on behalf of the ASSOCIATION.
2. To do any and all such acts and things in the maintenance and improvement of any and all properties of the ASSOCIATION, to incur any and all such expenditures, outlays and expenses for said purposes as may be deemed by the Board of Directors to be proper, and to provide for all such liabilities of whatsoever character which may arise in connection with any such improvement and maintenance. The Directors shall not have power to make any new improvements or to incur any expense therefore, without a favourable vote or written approval by a majority of the members of the ASSOCIATION as set forth in Article VI, hereof.
3. To take such action as may be deemed by them to be proper for the enforcement of any and all of the conditions, limitations, and restrictions set forth in the DECLARATION of PROTECTIVE COVENANTS, including the assessment of fines for uncorrected violations , and to interpret the same when necessary.
4. To issue Certificates of Membership only to the owners or purchasers of tracts hereinbefore described, subject to such conditions of transfer as are hereinafter set forth in Article VIII, hereof.
5. To fix, establish and levy assessments upon members of the ASSOCIATION and to assess the several parcels of land in said residential district hereinbefore described and the owners and purchasers thereof, all as is more particularly set forth in Article X thereof.
6. To pay all taxes and assessments lawfully assessed against the properties owned or held by the corporation.
7. To cause to be kept a complete record of all the minutes, and acts, and proceedings of the Board of Directors, and to present a full statement to the regular annual meeting of members showing in detail the condition of the affairs of the ASSOCIATION, including liabilities incurred, and an estimate of the budget deemed by them to be required for the ensuing year for the purpose of the improvements, maintenance, and protection of the properties of the corporation and the administration of its affairs.
8. To change the principal office of the ASSOCIATION from one Post Office Box number to another from time to time within the city of Kent, Washington.
9. To borrow money and incur indebtedness for the purpose of the ASSOCIATION, and to execute and deliver therefore, in the name of the ASSOCIATION, notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities therefore.
10. To give, grant, pledge, pay, and loan ASSOCIATION funds to carry out the objects and purposes for which this ASSOCIATION is formed.
11. To execute and deliver in the name of the ASSOCIATION, conveyances and instruments required to rent, sell, improve, encumber, buy, and own real estate.

12. To form and appoint committees from time to time and to delegate to such committees, subject to the control of the Board of Directors, any of the powers of said Board except the power to adopt, amend, or repeal the BYLAWS, and except the power to fix, establish, or levy assessments. Such committee, shall be composed of volunteer members and shall act only in the intervals between meetings of the Board, and shall be at all times subject to the control of the Board of Directors.

13. To fix, establish, and pay compensation to Officers, members of committees, and individual members as reimbursement for expenses incurred or as compensation for special services performed.

14. To authorize any Officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the ASSOCIATION except as otherwise provided in these BYLAWS. Such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors, no Officer, agent, or employee shall have any power or authority to bind the ASSOCIATION by any contract or engagement, or to pledge its credit or to render it liable for any purpose or to any amount.

15. To exercise the right of access and entry upon any KENTON FIRS property found to be in violation of the DECLARATION of PROTECTIVE COVENANT, Restrictions, and Agreement with respect to KENTON FIRS, a Planned Unit Development of Mobile Homes, or any other rule promulgated by the Board of Directors, for the purpose of correcting the violation, 30 days after final 60 day written notice to the owner expires; and the right to employ a contractor for the purpose of correcting the violation. The cost of correcting the violation may become a lien against the property if not paid with 30 days of billing, and notice of potential lien.

#### ARTICLE VIII DUTIES OF OFFICERS

1. The President shall preside at all meetings of the Directors and members, shall sign as President all Certificates of Membership and all contracts or other instruments in writing authorized by the Board of Directors, shall call special meetings of the Directors or of the members when necessary, and shall have and exercise under the direction of the Board of Directors the general supervision of the affairs of the ASSOCIATION.

2. The Vice-President, in the absence or incapacity of the President, shall have all the power and perform all of the duties of the President. In the absence of both the President and Vice-President, the Board of Directors may elect one of its number as temporary Vice-President, who shall have all the power and perform all of the duties of the President.

3. The Secretary shall keep records of all of the proceedings and meetings of the Board of Directors and of the members; shall keep the books of Certificates of Membership; shall fill out and countersign all Certificates issued and make the corresponding entries on the stubs thereof upon such issuance; shall, if required by the Directors, keep books of account showing assessments to be charged and collected against the various tracts and owners or purchasers thereof; shall have custody of the Seal of the ASSOCIATION; shall affix the Seal wheresoever required; shall serve all notices required either by law or the BYLAWS of the ASSOCIATION, shall submit the Non-profit annual reports to the Secretary of State,

Corporations, Olympia, Washington. In case of absence, inability or refusal, such notices may be served by any person thereto directed by the President of the ASSOCIATION.

4. The Treasurer shall keep safely all monies and securities of the ASSOCIATION and disburse the same under the direction of the Board of Directors; shall cause to be deposited all funds of the ASSOCIATION in a bank selected by the Directors; shall pay the same out on check(s) signed by such Officers of the ASSOCIATION as may be authorized by the Board of Directors, and shall present a full statement showing in detail the condition of the affairs of the ASSOCIATION, including liabilities incurred, at each annual meeting of the members and at any special meeting, and at any time directed by the Directors.

5. The Newsletter Editor shall see to the publishing of the official newsletter of the ASSOCIATION at such times as the Board of Directors shall direct.

ARTICLE IX  
CERTIFICATES OF MEMBERSHIP & TRANSFER

1. Certificates of Membership in the ASSOCIATION shall be in substantially the following form:

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Number\_\_\_\_\_Lot #\_\_\_\_\_ CERTIFICATE OF MEMBERSHIP Date  
\_\_\_\_\_

IN  
KENTON FIRS COMMUNITY ASSOCIATION  
A Non-profit Corporation of the State of Washington

THIS CERTIFIES THAT

\_\_\_\_\_ is the owner of certain real property in Kenton Firs, a Planned Unit Development, and is a member of KENTON FIRS COMMUNITY ASSOCIATION, a non-profit corporation organized under the laws of the State of Washington, and by virtue thereof is entitled to all the rights and privileges and subject to the liabilities conferred and imposed by its CERTIFICATE OF INCORPORATION and subject to its BYLAWS and any amendments thereof; and by acceptance of this certificate, the holder thereof accepts the said CERTIFICATE of INCORPORATION and BYLAWS as hereafter may be amended and agrees to be bound thereby. This certificate is inseparable appurtenant to the land described in the BYLAWS and may be transferred only in the manner provided in the BYLAWS.

DATED AT KENT, WASHINGTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
KENTON FIRS COMMUNITY ASSOCIATION

BY \_\_\_\_\_  
President

ATTEST \_\_\_\_\_  
Secretary

Corp. Number #601-174-408

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2. Such certificates shall be issued over the signature of the President and Secretary, with the official seal of the corporation affixed. The certificate book shall contain a margin on which shall be shown the number, date, name of the member, and description of the land set forth in the corresponding certificate

#### ARTICLE X

#### ASSESSMENTS BY ASSOCIATION

1. For the purpose of securing funds to meet the capital outlays, budgets, expenditures and expenses required to accomplish any and all of the objects and purposes authorized in Article II of these BYLAWS, including taxes, (assessments if and when levied by any municipal corporation), construction, maintenance, and upkeep of the properties owned or as may be acquired by the ASSOCIATION, as well as for meeting liabilities which may have arisen or may arise in connection therewith, each and every member of KENTON FIRS COMMUNITY ASSOCIATION shall be subject to such assessment or assessments as shall be fixed, established, and levied from time to time by the Board of Directors of the ASSOCIATION. The initial assessment on each lot shall be paid, pro rata to the following January 1, at the time of closing the initial sale of the lot. The annual assessment shall be \$120.00 per year per lot.

2. From time to time, as and when any such assessments in this Article X are levied, each member with respect to the land or interest therein to which his membership is appurtenant, shall pay the amount of such assessment against the same to the ASSOCIATION, at its office within 30 days after the mailing of the notice of such assessment to the members; the amount of such assessment, together with all expenses, attorneys' fees and costs reasonable incurred in enforcing the same, shall be paid by the members and shall be a lien upon said land and the membership appurtenant thereto, superior to any and all other liens (except as in Section 3 of this Article, otherwise provided) created or permitted by the owner of such land and enforceable by foreclosure proceedings in the manner provided by law for foreclosure or mortgages upon land; provided that no proceedings for the foreclosure of any said liens in this Article X provided shall be commenced except upon the expiration of four months from and after the date of mailing said notice of assessment in this section described. Any failure of the member to pay the amount of such assessment for which the ASSOCIATION has a lien, as in these BYLAWS provided, shall, as an alternative right to the enforcement of the lien for the said assessment, which is hereby expressly recognized and confirmed, at the option of the ASSOCIATION, entitle the ASSOCIATION on and after the expiration of four months from and after the mailing of said notice of assessment is delinquent upon the payment to the said defaulting member of the amount of the value of the said land, less the amount of any and all encumbrances against the same, including any and all delinquent charges or assessments due to the ASSOCIATION, and upon the exercise of the said option the said defaulting member shall convey to the ASSOCIATION the said land and surrender the membership appurtenant thereto and the ASSOCIATION shall be entitled in any court proceeding brought, to have a decree of specific performance against such defaulting member for such conveyance. The right to specific performance is hereby provided to relieve the ASSOCIATION and its members as owners and purchasers of land in said real property, from the irreparable injury that might be suffered upon a sale on foreclosure to any objectionable purchaser. For the purpose of the foregoing provisions if the value of the land cannot be agreed upon, then the land shall be appraised by three disinterested, qualified real estate appraisers, one of such appraisers to be named by the defaulting member, one thereof by the Board of Directors of the ASSOCIATION, and the third thereof by the two so chosen, and the award of such

appraisers, or a majority of them fixing the value of the land shall be final and conclusive upon such defaulting member and upon the ASSOCIATION.

3. First mortgage liens placed upon any of said residential tracts which are recorded in accordance with the laws of the State of Washington shall be, from the date of the recordation of such, superior to such assessments and the liens resulting there from as are levied by the ASSOCIATION subsequent to the date of the recordation of the first mortgage, provided that the ASSOCIATION is notified in writing of such first mortgage within 30 days after recordation of such.

4. Any title to the land at any time acquired under and by virtue of any proceedings whatsoever for the enforcement of any lien or liability under these BYLAWS shall always be subject to all of the reservations, limitations, restrictions, covenants, and conditions imposed upon the land by contract of sale or deed from the common grantor of the ASSOCIATION and its members.

#### ARTICLE XI SEAL

The ASSOCIATION shall have a corporate Seal bearing thereon the following words:

KENTON FIRS COMMUNITY ASSOCIATION  
INCORPORATED  
1988  
KENT, WASHINGTON

#### ARTICLE XII AMENDMENTS

These BYLAWS may be amended or adopted by a two thirds (2/3) majority vote of a quorum of the members of the ASSOCIATION present, in person or by proxy at the time of the vote, at any regular or special meeting which has been announced and called according to these BYLAWS.

#### ARTICLE XIII EFFECTIVE DATE

These BYLAWS become effective upon being filed in the office and approved by the Secretary of State, Olympia, Washington, and upon the filing thereof in the office the King County Recorder.